

Please do not  
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binding margin



Please complete  
legibly, preferably  
in black type, or  
bold black lettering

\* delete if  
inappropriate

† Please indicate  
whether you are  
a Solicitor of  
the Supreme  
Court (or in  
Scotland 'a  
Solicitor')  
engaged in the  
formation of the  
company, or  
a person named  
as director or  
secretary of the  
company in the  
statement  
delivered under  
section 21 of the  
Companies Act  
1976

‡ or Notary  
Public or Justice  
of the Peace or  
Solicitor having  
the powers  
conferred on a  
Commissioner for  
Oaths

# THE COMPANIES ACTS 1948 TO 1976

Form No. 41

## Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948  
as amended by the Companies Act 1976

# 41

Company number

~~15246~~  
**1338409**

Name of Company

**EBBW VALE CONSORTIUM Limited \***

I, **ROY CHARLES KEEN**

of **84 Temple Chambers, Temple Avenue, London, EC4Y 0HP**

do solemnly and sincerely declare that I am † a person named as Director of the Company  
in the statement delivered under Section 21 of the Companies Act 1976  
of **EBBW VALE CONSORTIUM Limited \***

and that all the requirements of the Companies Acts 1948 to 1976  
in respect of matters precedent to the registration of the said company  
and incidental thereto have been complied with.  
And I make this solemn Declaration conscientiously believing  
the same to be true and by virtue of the provisions of the  
Statutory Declarations Act 1835

Declared at **Temple Chambers**  
**Temple Avenue**  
**London, EC4Y 0HP**

the **3rd** day of **November**

One thousand nine hundred and **seventy-seven**

before me **J. M. ...**  
A Commissioner for Oaths ‡ **Solomon**

*Signature of Roy Charles Keen*

Presentor's name, address and  
reference (if any):  
**The London Law Agency Ltd**  
**Temple Chambers**  
**Temple Avenue**  
**London, EC4Y 0HP**

Telephone : 01-353 9471  
Telex : 23553

For official use  
General Section

Post room



THE LONDON LAW AGENCY LIMITED

Company Registration Agents, Law Agents, Printers and Publishers  
TEMPLE CHAMBERS, TEMPLE AVE., LONDON, EC4Y 0HP Tel: 01-353 9471 (6 lines)

THE COMPANIES ACTS, 1948 to 1976

1338409. / 3  
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

EBBW VALE CONSORTIUM LIMITED



1. The Name of the Company is "EBBW VALE CONSORTIUM LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
  - (1) To carry on in the United Kingdom and elsewhere the businesses of Dispensing Wholesale and Retail Chemists, pharmacists and druggists, analytical chemists and dispensers, manufacturers of, wholesale and retail dealers in and sellers of pharmaceutical and chemical preparations and articles, surgical appliances equipment and fitting thereof.
  - (2) To carry on any other similar businesses which may be conveniently carried on in connection with any of the Company's objects or may be calculated directly or indirectly to enhance the value of or render profitable any of the Company's properties, assets, rights or interests.
  - (3) To acquire by purchase or otherwise, and undertake for cash or shares or otherwise, and carry on all or any part of the business or property of any company, firm or person carrying on any business which this Company is authorised to carry on, possessed of property suitable for the purposes of this Company, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such company, firm or person.

Presented by:-  
THE LONDON LAW AGENCY LTD.,  
TEMPLE CHAMBERS,  
TEMPLE AVENUE,  
LONDON, EC4Y 0HP.



B. Hoare  
L50  
500181  
GAE/EBBW/WESTON

- (4) To purchase, lease, exchange or otherwise acquire any heritable property, rights or privileges for the purposes of the business of the Company, and to construct, maintain, extend and alter any buildings, roads, railways, bridges and other works and plant of every kind or description necessary or convenient for said business.
- (5) To acquire by purchase, licence or otherwise to apply for and obtain, and to exercise and use or to grant licences to others to exercise and use in any part of the world, patents, patent rights, copyrights, registered designs, unregistered designs, trade marks or the like, of any kind of description, likely to benefit the Company in its business, and to disclaim alter or modify the same.
- (6) To acquire an interest in, amalgamate with, or enter into any partnership or arrangement for sharing profits, union of interest, co-operation, joint adventure, limiting competition, of mutual assistance with any company, firms or person whose objects are within the objects of the Company, and to give or accept by way of consideration for any of the acts or things aforesaid, or for any property acquired, any shares, debentures or securities that may be agreed upon.
- (7) To pay for any property or rights acquired by the Company in cash, by instalments, or in shares of the Company, with or without special rights as to dividend or repayment of capital, or by means of any security which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as may be agreed upon.
- (8) To borrow or raise and secure the payment of money in any way, and in particular by standard security, or by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, including its uncalled capital and to purchase, redeem or pay off any such securities.
- (9) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- (10) To invest and deal with the monies of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.



- (11) To lend money and to make advances with or without security to any company, firm or person, and in particular to lend and advance money to companies, firms or persons owning or engaging in any business similar to that of the Company or to customers and others having dealings with the Company, and to secure the payment of any sums of money by any company, firm or person in such manner as the Company may think fit and by way of such security to execute guarantees and to assign, dispose, convey or charge the whole or any part of the Company's property or undertaking, present or future, including uncalled capital.
- (12) To support and subscribe to any charitable or public object or any institution, society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business; and to give pensions, gratuities or charitable aid to any person or persons (including directors) who may have served the Company or to the wives, children or other relatives of such persons; and to form and contribute to provident and benefit funds for the benefit of any such persons or their foresaids.
- (13) To promote or concur in establishing or promoting any other company for the purpose of acquiring all or any part of the business or property or rights of this Company, and undertaking all or any of its liabilities, or of undertaking any business or operations which may appear likely to benefit this Company, or to enhance the value of the business or any property of this Company and to place or guarantee the placing of underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company.
- (14) To sell or otherwise dispose of the business, property, rights and assets of the Company, or any branch or part thereof, for such consideration, payable in cash or in the shares, stock, debentures or securities of any other company, as may be deemed proper; and to distribute the price howsoever paid or satisfied among the members in or towards satisfaction of their interests in the assets of the Company.
- (15) To distribute any of the property of the Company among the members in specie but so that no distribution amounting to a reduction of capital shall be made without such sanction as may be required by law.



- (16) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees, or otherwise, and by or through trustees or otherwise, and either alone or in conjunction with others, and to do all such other things as are incidental or conducive to the attainment of the objects of the Company or any of them.

Declaring that the word "Company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere; and that the objects specified in each paragraph of this Clause shall be deemed separate objects and shall (except where otherwise expressed in such paragraph) be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited. ✓

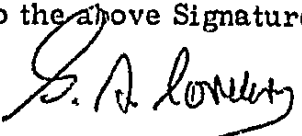
5. The share Capital of the Company is £1 00 divided into 100 shares of £1 each. ✓

WE the several persons whose Names, Addresses, and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
 ROY C. KEEN, Temple Chambers, Temple Avenue, London EC4Y OHP.  Company Director.	One
 NIGEL L. BLOOD, Temple Chambers, Temple Avenue, London EC4Y OHP.  Company Director.	One

DATED the 1st day of November, 1977.

WITNESS to the above Signatures :-

  
GEORGE A. CORDEROY,  
Temple Chambers,  
Temple Avenue,  
London EC4Y OHP.

Company Director.

1338409. / 4

THE COMPANIES ACTS 1948 to 1976

---

COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION  
OF  
EBBW VALE CONSORTIUM LIMITED

---

PRELIMINARY

1. Save in so far as they are excluded or varied hereby the Regulation contained or incorporated in Part 11 of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A") shall apply to the Company. Except as otherwise stated references herein to Regulations in Table A shall be construed as referring to those contained in Part 1 thereof.

2. Regulations 3, 24, 71, 75, 77, 79, 87 to 97 (inclusive) and 136 of Table A shall not apply to the Company.

SHARES - Eligible Shareholders

3. (A) The whole of the unissued shares of the Company for the time being (whether part of the original or any additional capital) shall be under the control of the Directors who may grant options over, allot, issue, or otherwise dispose of the same to such persons who shall be eligible to be Members of the Company and on such terms and conditions as the Directors may think fit and Regulation 2 of Table A shall be read subject to this Article PROVIDED ALWAYS that unissued shares in the capital of the Company (whether part of the original or additional capital) shall not be issued otherwise than equally amongst the Members of the Company or in such other manner as will ensure that immediately after such issue each Member of the Company holds an equal number of shares in the capital of the Company.

Only:

- (i) Persons (which expression shall for the purpose of these Articles include partnerships corporate bodies and limited companies) who lawfully conduct a retail pharmacy business under the provisions of the Medicines Act 1968 within  $\frac{1}{2}$  mile of the Ebbw Vale Health Centre and who are engaged full time or part time in contract with the Gwent Family Practitioner Committee (or such other body as may from time to time take over the functions of such committee) to provide pharmaceutical services pursuant to Part IV of the National Health Service Act 1946 as amended by the National Health Service Reorganisation Act 1973 or
- (ii) Pharmacists employed by the Company as the Manager of the pharmacy at the said Health Centre shall for the purposes of these Articles be eligible to be Members of the Company.

#### TRANSFER OF SHARES

- 4. A. Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- B. Subject to the provisions of Article 4c hereof:
  - (i) If any Shareholder:
    - (a) dies or
    - (b) ceases to be eligible to be a Shareholder in accordance with the provisions of Article 3B hereof or
    - (c) commits any act of bankruptcy, enters into arrangement with his creditors or enters into liquidation (whether voluntarily or compulsorily) otherwise than for the purpose of amalgamation or reconstruction.
    - (d) sells his retail pharmacy business otherwise than in accordance with paragraph D of this Article 4, such Shareholder or his representative ("the Outgoing Member") shall give irrevocable notice in writing to the Company (the "Transfer Notice") within 28 days of the occurrence of any one or more of the above events that he desires to transfer his entire Shareholding ("the Shares") in the Company. If such Shareholder fails to give the Company a Transfer Notice within the said period of 28 days the Company shall be



deemed to have received the same on the last day of such period. The Transfer Notice shall upon receipt (actual or deemed) constitute the Company as the agent of the Outgoing Member for the sale of the Shares in terms of this Article at a price to be agreed between the Outgoing Member or his representative and the Directors of the Company and in default of such agreement at such price as the Auditors for the time being of the Company shall certify in writing to be a fair price for the Shares at the date of the Transfer Notice to be calculated on the basis that the Shares are to be sold by a willing Vendor to a willing Purchaser.

- (ii) The Shares shall immediately upon receipt of such Transfer Notice be offered by the Directors:
- (a) firstly to the remaining Shareholders (equally) and the offer shall in each case specify a date not exceeding 28 days from the date of the offer and if such offer has not been accepted before such date it shall be deemed to have been declined;
  - (b) thereafter the Directors shall offer such of the Shares as have not been allocated under the provisions of sub-paragraph (a) above to any Shareholder who has indicated in his reply to such offer that he desires to be allocated shares in excess of his proportion (and if more than one such Shareholder shall so notify the Directors such shares shall be offered equally amongst such Shareholders); and if all of the Shareholders do not claim their proportions the unclaimed shares shall be used for satisfying the claim in excess equally amongst such claimants;
  - (c) if any of the shares offered in accordance with either sub-paragraph (a) or (b) above are not capable without fractions of being offered to the remaining Shareholders in the proportions set out in such sub-paragraphs the same shall be dealt with in such manner as may be determined by the Directors in their absolute discretion;

- (d) thereafter the Directors shall offer such of the Shares as have not been allocated under the provisions of sub-paragraphs (a) and (b) above to such other person or persons who are eligible and willing to purchase such shares or any of them as the Directors may select as persons whom it is desirable in the interests of the Company to admit to membership in such proportions and in such manner as the Directors may determine.
  - (iii) In the event of the Directors finding a Shareholder or other eligible person (or persons) willing to purchase the Shares or any of them in terms of this Article the Outgoing Member shall be bound forthwith upon receipt of a notice to that effect from the Company to execute and deliver a transfer or transfers in respect of the Shares in exchange for the price and failing his doing so within seven days of such notice the Directors shall be entitled to sign a transfer or transfers for and on behalf of the Outgoing Member and enter the name of the transferee or transferees in the Register of Members.
  - (iv) In the event of the Directors not finding a Shareholder or other eligible person or person willing to purchase the Shares or any of them in terms of this Article within 12 calendar months from the date of receipt (actual or deemed) of the relevant Transfer Notice the Directors shall be obliged to transfer such of the Shares as have not at that time been allocated to such eligible person as the Outgoing Member may specify.
- C. Where a Founder Member of the Company is obliged by Article 4 B (i) to give to the Company a Transfer Notice because he ceases to be eligible to be a Shareholder solely as the result of his discontinuing his retail pharmacy between upon retirement the said period of 28 days (referred to in sub-paragraph B (i) of this Article 4) shall be replaced by the period of three years PROVIDED ALWAYS that this paragraph shall not apply if such Founder Member sells his retail pharmacy business in accordance with paragraph D of this Article 4. For the purpose of these Articles the following persons shall be deemed to be Founder Members:
- RICHARD GERWYN JONES  
BOOTS THE CHEMISTS LIMITED  
NATIONAL CO-OPERATIVE CHEMISTS LIMITED.

D. (i) Subject to sub-clause (ii) below a Shareholder shall be entitled upon the sale of any Retail Pharmacy Business which is owned by him and which entitled him to be eligible to be a member of the Company to offer for sale the whole of his shareholdings in the Company to such person or persons who shall:

- (a) acquire such Shareholder's Retail Pharmacy Business and
- (b) be eligible to be a member of the Company in accordance with Article 3B above

("the Proposed Purchaser") at such price as may be agreed between such Shareholder and the Proposed Purchaser and if the Proposed Purchaser subsequently accepts such offer the Directors shall not decline to register the transfer of such shares to the Proposed Purchaser.

(ii) Such Shareholder shall only be so entitled if:

- (a) he is not under any obligation to give to the Company a Transfer Notice in accordance with Article 4B (i) above and
- (b) all the remaining Shareholders previously agree to the making of such offer and
- (c) any such offer to sell the whole of his shareholding in the Company shall be made conditional upon the completion of the sale of such Retail Pharmacy Business.

E. The restrictions on transfer contained in this Article shall not apply to any transfer in the following cases (and the Directors shall not decline to register such transfers) provided the proposed transferee is eligible to be Member of the Company:

- (i) Any transfer approved in writing by all of the Members of the Company;
- (ii) Any transfer by a corporate member to an Associated Company (which expression shall include for the purposes of these Articles any Holding Company or Subsidiary of such corporate member and any other Subsidiary of any such Holding Company);

- (iii) Any transfer by a corporate member to a company formed to acquire the whole or a substantial part of the undertaking and assets of such corporate member as part of a scheme of amalgamation or reconstruction.
- F. Except as provided above the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares.
- G. A transfer of a fully paid share need not be executed by or on behalf of the transferee and Regulation 22 of Table A as amended by The Companies Act 1967 shall be modified accordingly.
- H. For the purpose of this Article where any person is unconditionally entitled to be registered as the holder of a share he and not the registered holder of such share shall be deemed to be a Member of the Company in respect that Share.

#### LIEN

- 5. In Regulation 11 of Table A the words "(not being a fully paid share)" and the words "(other than a fully paid share)" shall be deleted.

#### PROCEEDINGS AT GENERAL MEETING

- 6. A. The words "one member" shall be substituted for the words "three members" in Regulation 58 (b) of Table A.
- B. The words "or not carried by a particular majority" shall be inserted after the words "or lost" in Regulation 58 of Table A.

#### DIRECTORS

- 7. A. The Subscribers to the Memorandum of Association shall be the first Directors of the Company and shall continue to hold such office subject to Article 11 hereof;
- B. Thereafter upon the entering of the name of any person (other than a Subscriber) as a Shareholder in the Register of Members of the Company that person shall ipso facto be appointed a Director of the Company and shall continue to hold such office subject to Article 11 hereof;

- C. No person other than those referred to in paragraph A and B above and a pharmacist employed by the Company as the Manager of the Pharmacy at the said Health Centre may be appointed a Director of the Company.
  - D. Except as provided in this Article no share qualification for directors shall be required.
  - E. If any Director ceases to be a Director of the Company for any reason whatsoever he shall be entitled to retain his share or shares in the Company together with all rights attached thereto PROVIDED ALWAYS that he or his representative is not under any obligation to give to the Company a Transfer Notice in accordance with Article 4B (i) hereof.
8. The words "in General Meeting" shall be inserted after the words "unless the Company" in Regulation 78 of Table A.

#### POWERS AND DUTIES OF DIRECTORS

9. Paragraphs (2) and (4) of Regulation 84 of Table A shall not apply to the Company. A Director of the Company may, notwithstanding his interest, vote in respect of any contract, proposed contract or arrangement in which he is interested and, if present, may be counted in the quorum at any meeting of the Directors at which any such contract, proposed contract or arrangement shall come before the Board for consideration.
10. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of the Company or any of its Associated Companies or who are or were at any time Directors or Officers of the Company or any of its Associated Companies, and the wives, widows, families and dependants of any such persons, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or any of its Associated Companies or of any such person as aforesaid and do any of the matters aforesaid either alone or in conjunction with any such Associated Companies SUBJECT ALWAYS, if the Statutes shall so require, to particulars in respect of the proposed payment being disclosed to the Members of the Company and to the proposed payment being approved by the Company, any Director holding any such employment or office shall be entitled to participate in and retain for.

### REMOVAL OF DIRECTORS

11. A Director may be removed from his office as Director of the Company:

- (1) If by notice in writing to the Company he resigns the office of Director;
- (2) If he commits any act of bankruptcy, enters into any arrangement with his creditors or enters into liquidation (whether voluntarily or compulsorily) otherwise than for the purposes of amalgamation or reconstruction;
- (3) If he is prohibited from being a Director by an order made under any of the provisions of Section 188 of The Companies Act 1948;
- (4) If he becomes of unsound mind;
- (5) If he ceases to be eligible to be a Member of the Company in accordance with the provisions of Article 3B hereof;
- (6) If he shall have attained the age of 70 unless in each year during which the Director in question is over the age of 70 it shall be resolved by all of the members present at a General Meeting of the Company that such Director shall continue in office.

### ALTERNATE DIRECTORS

12. Each Director shall have the power to appoint any other person (whether a Director of the Company or not) to act as an Alternate Director in his place during his absence and may at his discretion remove such Alternate Director. A person so appointed shall (except as regards power to appoint an Alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each Alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties as a Director of his appointor in such appointor's absence. Any Director acting also as an Alternate Director shall have an additional vote for each Director for whom he acts as an Alternate Director. If an appointor of an Alternate Director ceases for any reason to be a Director of the Company such Alternate Director shall ipso facto cease to be an Alternate Director.

### ACCOUNTS

13. In Regulation 127 of Table A the words "and shall only have effect subject and without prejudice to the provisions of Section 158 (1) (c) of the Act" shall be inserted immediately after the words "joint holders of any shares or debentures" at the end of that regulation.

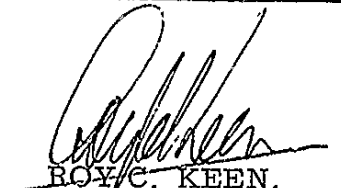
### INDEMNITY

14. Every Director or other Officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings whether civil, or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under The Companies Acts, 1948 to 1976 in which relief is granted to him by the Court and no Director or other Officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto PROVIDED ALWAYS that this Article shall only have effect insofar as its provisions are not avoided by Section 205 of The Companies Act 1948.


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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

  
ROY/C. KEEN,  
Temple Chambers,  
Temple Avenue,  
London EC4Y OHP.

Company Director.

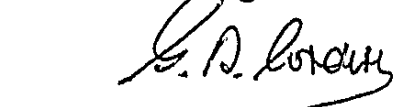
  
NIGEL L. BLOOD,  
Temple Chambers,  
Temple Avenue,  
London EC4Y OHP.

Company Director.

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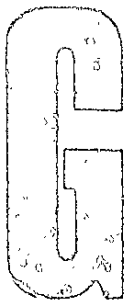
DATED the 1st day of November, 1977.

WITNESS to the above Signatures :-

  
GEORGE A. CORDEROY,  
Temple Chambers,  
Temple Avenue,  
London EC4Y OHP.

Company Director.





THE COMPANIES ACTS 1948 TO 1976

RM Form No. 1

Statement of first directors and  
secretary and intended situation  
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1

Please do not  
write in this  
binding margin

Please complete  
legibly, in black  
ink, in block type, or  
bold black lettering

\*delete if  
inappropriate

Company number

1338409/5

Name of Company

EBBW VALE CONSORTIUM Limited

The intended situation of the registered office of the company  
on incorporation is as stated below

84 Temple Chambers, Temple Avenue,  
London, EC4Y 0HP

If the memorandum is delivered by an agent for the subscribers of  
the memorandum, please mark 'X' in the box opposite and insert the  
agent's name and address below

X

The London Law Agency Limited  
84 Temple Chambers, Temple Avenue, London, EC4Y 0HP

If the spaces provided on page 2 are insufficient and use has been made  
of continuation sheets (see note 1), please enter in the box opposite  
the number of continuation sheets which form part of this statement

Presenter's  
reference (if any):

The London Law Agency Limited  
84 Temple Chambers,  
Temple Avenue,  
London, EC4Y 0HP  
Telephone: 01-353 9471  
Telex: 23553

For official use  
General section

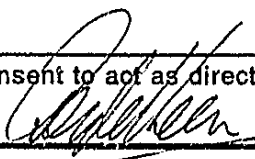
Post room



THE LONDON LAW AGENCY LIMITED

Company Registration Agents, Law Agents, Printers and Publishers  
TEMPLE CHAMBERS, TEMPLE AVE., LONDON, EC4Y 0HP Tel: 01-353 9471 (6 lines)

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Name (note 2)	Roy Charles Keen	Business occupation	Company Director
Former name(s) (note 3)		Nationality	English
Address (note 4)	84 Temple Chambers, Temple Avenue, London, EC4Y 0HP	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
The London Law Agency Limited			
West's Printing Works Limited			
I hereby consent to act as director of the company named on page 1			
Signature 		Date 1st November 1977	

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

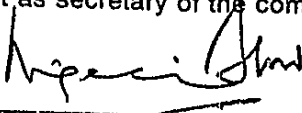
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**Important**

The particulars  
to be given are  
those referred to  
in section  
21(2)(b) of the  
Companies Act  
1976 and section  
200(3) of the  
Companies Act  
1948. Please  
read the notes  
on page 4 before  
completing this  
part of the form.

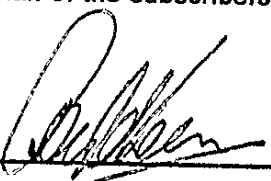

The name(s) and particulars of the person who is, or the persons who are,  
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	Nigel Leonard Blood
Former name(s) (note 3)	
Address (notes 4 & 7)	84 Temple Chambers, Temple Avenue, London, EC4Y 0HP
I hereby consent to act as secretary of the company named on page 1	
Signature	 Date 1st November 1977

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

\* as required by  
section 21(3) of  
the Companies  
Act 1976

Signed by or on behalf of the subscribers of the memorandum\*

Signature		[Subscriber]	Date	1st November 1977
Signature		[Subscriber]	Date	1st November 1977



## CERTIFICATE OF INCORPORATION

No. 1338409

I hereby certify that

**EBBVALE CONSORTIUM LIMITED**

is this day incorporated under the Companies Acts 1948 to 1976 and that the  
Company is Limited.

Given under my hand at Cardiff the 11TH NOVEMBER 1977

*D. A. Pendlebury*  
D. A. PENDLEBURY

*Assistant Registrar of Companies*