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THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with
the requirements of the
Companies Acts 1948 to 1976 on
application for registration
of a companyPursuant to section 15 (2) of the Companies Act 1948 as
amended by the Companies Act 1976

For official use

1369559

Please do not
write in this
binding marginPlease 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 in the
statement
delivered under
section 21 of the
Companies Act
1976 as a director
or secretary of the
company.for Notary
Public or Justice
of the Peace or
Solicitor having
the powers
conferred on a
Commissioner
for Oaths.

Name of Company

SALADIN SECURITY

Limited*

I, KEVIN JOHN BURKE of 40-43 Chancery Lane, London, WC2A 1JJ
~~of~~do solemnly and sincerely declare that I am a Solicitor of the Supreme
Court engaged in the formation of Saladin Security Limited
of limitedand 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 1835Declared at SBream's Buildings
Chancery Lane London EC4the twenty day of AprilOne thousand nine hundred and seventy eight
before me J.P. BartonA Commissioner for Oaths J.P. BartonPresenter's name, address
and reference (if any):KJB
Messrs. Gouldens,
40-43 Chancery Lane,
London WC2A 1JJ

KJB

For official use
General section

Post room



The Companies Acts 1948 to 1976

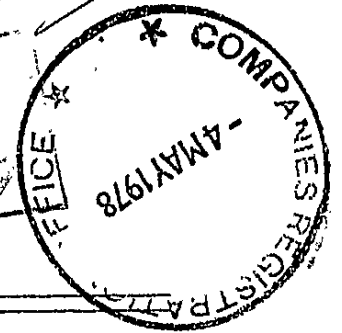
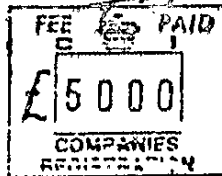
1369559

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

SALADIN SECURITY LIMITED



1. The name of the company is SALADIN SECURITY LIMITED
2. The registered office of the company will be situate in England.
3. The objects for which the company is established are:-
 - (1) (A) To carry on business as advisers on and manufacturers, designers, purveyors, importers, exporters, distributors, storers, maintainers and repairers of and dealers in security systems, warning systems, surveillance systems, burglar alarms, fire alarms, locks, locking devices, firearms and armaments of all kinds, reinforced or armoured vehicles, robot vehicles and equipment, strongrooms and safes, communications equipment, anti-theft devices (including but without prejudice to the generality of the foregoing equipment to assist in the combating of theft, terrorism, trespass, illegal entry and all kinds of criminal tortuous or antisocial activity) and components, parts, assemblies, chemicals and other materials or items thereof and therefore and to promote or appoint distributors and installers of all or any of the above-mentioned items or any goods components or services connected therewith.
 - (B) To carry on business as security experts and advisers and to provide install, repair and maintain all items hereinbefore mentioned, and as guards, watchmen, guard patrols, dog handlers and escorts to organise or participate in courses, exhibitions, lectures, seminars, teach-ins or other events in connection with security matters or the protection of personnel or goods or business procedures



and activities, to transport or escort personnel and valuables to provide all kinds of equipment and services to assist in the orderly and safe conduct of the activities of any person, firm, company or organisation and to undertake or sponsor research, experimentation and development in connection with security and psychological research into tendencies methods and motivation of criminals, terrorists and social deviants, individually, and in relation to society generally.

- (2) To carry on any other trade or business whatsoever which can, in the opinion of the board of directors, be advantageously carried on by the company in connection with or as ancillary to any of the above businesses or the general business of the company
- (3) To purchase, take on lease or in exchange hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, trade marks, registered designs, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the company's business or any branch or department thereof
- (4) To borrow or raise or secure the payment of money for the purposes of or in connection with the company's business or any branch or department thereof
- (5) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable and collaterally or further to secure any securities of the company by a trust deed or other assurance

- (6) To issue and deposit any securities which the company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the company or of its customers or other persons or corporations having dealings with the company or in whose business or undertakings the company is interested, whether directly or indirectly
- (7) To receive money on deposit or loan upon such terms as the company may approve
- (8) To give guarantees and indemnities of all kinds and for all purposes
- (9) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others
- (10) To grant pensions, allowances, gratuities and bonuses to officers or employees or ex-officers or ex-employees (including directors or ex-directors) of the company or its predecessors in business or the dependants or connections of such persons to establish and maintain or concur in establishing and maintaining trusts funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such person as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the directors, be calculated directly or indirectly to benefit the company or its employees and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the company or its officers or employees
- (11) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments

- (12) To pay for any property or rights acquired by the company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the company has power to issue or partly in one mode and partly in another, and generally on such terms as the company may determine
- (13) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired
- (14) To enter into any partnership or jointpurse arrangement or arrangement for sharing profits union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company
- (15) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this company or the promotion of which shall be in any manner calculated

to advance directly or indirectly the objects or interests of this company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company

- (16) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this company is authorised to carry on
- (17) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights, in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the company for such consideration as the company may think fit
- (18) To amalgamate with any other company whose objects are or include objects similar to those of this company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid or by partnership, or any arrangement of the nature of partnership, or in any other manner
- (19) To distribute among the members in specie any property of the company, or any proceeds of sale or disposal of any property of the company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law

(20) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise

(21) To do all such other things as are incidental or conducive to the above objects or any of them

And it is hereby declared that the word "company" in this clause shall, except when used with reference to this Company be deemed to include any incorporated body and any partnership or other body of persons, whether domiciled in the United Kingdom or elsewhere, and the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall be in nowise limited by reference to any other paragraph or by the name of the Company.

4. The liability of the members is limited

5. The share capital of the company is £10,000 divided into 10,000 shares of £1 each.

WE, the several persons whose names and addresses 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 and Class
of Shares taken
by each
Subscriber

~~DR. FAROUK IQBAL~~

David Patrick Burgess

40 Cannon Lane

London WC2

Solicitor

One ordinary

Kevin John Burke

Kevin John Burke

40/43 Chancery Lane

London WC2

Solicitor

one, ordinary

Dated this

17th

day of

April

1978

Witness to the above signatures:-



DR. FAROUK IQBAL

40/43 CHANCERY LANE,

LONDON WC2

Solicitor's Articled Clerk.

1369559/4

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

SALADIN SECURITY LIMITED

PRELIMINARY

1. The regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter called Table "A") shall apply to the Company, save in so far as they are hereinafter excluded or varied.
2. Clauses 24, 53, 75, 77, 89-93 (inclusive) and 108 of Part I of Table A shall not apply to the Company.

SHARES

3. The shares of the Company (whether forming part of the original capital or not) shall be at the disposal of the Directors, who may (save as otherwise directed by the Company in general meeting) allot, grant options over or otherwise dispose of them to such persons, at such time and on such terms as they think proper, subject nevertheless to Clause 2 of Part II of Table A and to all relevant statutory provisions.
4.
 - (1) For the purposes of this regulation, 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 of that share
 - (2) 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


- (3) Every member who desires to transfer any shares (hereinafter called the vendor) shall give to the company notice in writing of such desire (hereinafter called a transfer notice). A transfer notice shall constitute the company the vendor's agent for the sale of the share or shares specified therein in one or more lots at the discretion of the directors to the member or members other than the vendor at a price to be agreed between the vendor and the directors or in default of agreement, at the price which the company's auditors acting as experts and taking into account all the circumstances shall certify in writing to be in their opinion the fair price thereof as between a willing seller and a willing buyer a transfer notice shall contain a provision that unless all the shares comprised therein are sold by the company pursuant to this regulation, none shall be so sold and any such provision shall be binding on the company. A transfer notice once issued shall not be withdrawn
- (4) If the auditors are asked to certify the fair price as aforesaid, the company shall, as soon as it receives their certificate, furnish a certified copy thereof to the vendor and the vendor shall be entitled, by notice in writing given to the company within ten days of the service upon him of the said certified copy, to cancel the company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the company
- (5) Upon the price being fixed as aforesaid and provided the vendor shall not give notice of cancellation as aforesaid the company shall forthwith by notice in writing inform each member other than the vendor of the number and price of the said shares and invite each such member to apply in writing to the company within twenty one days of the date of dispatch of the notice (which shall be specified therein) for such number of the said shares (being all or any thereof) as he shall specify in such application

- (6) The said members shall within the said period of twenty one days apply for all of the said shares, and the directors shall allocate the said shares to or amongst the applicants pro rata (as nearly as possible) according to the number of shares in the company of which they are registered or unconditionally entitled to be registered as holders, provided that no applicant shall be obliged to take more than the number of shares specified by him as aforesaid; and the company shall forthwith give notice of such allocations (hereinafter called an allocation notice) to the vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen and not later than twenty eight days after the date of notice) at which the sale of shares so allocated shall be completed
- (7) The vendor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place therein specified; and if he shall fail to do so, the chairman of the company or some other person appointed by the directors shall be deemed to have been appointed attorney of the vendor with full power to execute, complete and deliver, in the name and on behalf of the vendor, transfers of the shares to the purchasers thereof against payment of the price of the company. On payment of the price to the company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the shares. The company shall forthwith pay the price into a separate bank account in the company's name and shall hold such price in trust for the vendor

- (8) Subject to the provisions of paragraph (9) of this regulation any share may be transferred by a member to the spouse, child or remoter issue or parent, brother or sister of that member, and any share of a deceased member may be transferred by his personal representatives to any widow, widower, child or remoter issue or parent, brother or sister of such deceased member; and shares standing in the name of the trustees of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such trusts and the rights of pre-emption hereinbefore conferred in this regulation shall not arise on the occasion of any such transfer
- (9) Notwithstanding the foregoing provisions of this regulation, the directors may decline to register:
- (a) any transfer of any share on which the company has a lien;
 - (b) any transfer of a share (not being a fully paid share) to a person of whom they do not approve; and
 - (c) any transfer the registration of which would cause the number of members to exceed the maximum permitted by regulation 2 Part II of Table "A"

LIEN

5. The lien conferred by Clause 11 of Part I of Table A shall attach to fully paid as well as to partly paid shares, and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder or one of several joint holders thereof. The registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) thereon.



CALLS ON SHARES

6. In Clause 15 of Part I of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

PROCEEDINGS AT GENERAL MEETINGS

7. There shall be inserted in Clause 52 of Part I of Table A after the words "in the place of those retiring" the words "and the voting of remuneration or extra remuneration to the Directors".
8. The quorum at a general meeting shall be two persons being members or proxies for a member or members, and Clause 4 of Part II of Table A shall be modified accordingly.

DIRECTORS

9. Unless and until otherwise determined by an ordinary resolution of the Company, the Directors shall be not less than two nor more than seven in number. The first Directors shall be appointed in writing by a majority of the subscribers of the Memorandum of Association, and their limits shall be within the limits above specified.

10. There shall be no shareholding qualifications for Directors.

POWERS AND DUTIES OF DIRECTORS

11. In Clause 78 of Part I of Table A there shall be inserted after the words "unless the Company" the words "by ordinary resolution".

DISQUALIFICATION OF DIRECTORS

12. The office of a Director shall be vacated in any of the following events, namely :-

- (a) If not being a Managing Director holding office as such for a fixed term he resigns his office by notice in writing left at the registered office of the Company.

- (b) If he becomes bankrupt or compounds with his creditors.
- (c) If he becomes of unsound mind.
- (d) If he is absent from meetings of the Directors for six months without leave expressed by a resolution of the Directors, and the Directors resolve that his office be vacated.
- (e) If he becomes prohibited from being a Director by, or by any order made under, any provision of the Statutes for the time being applicable to the Company.

PROCEEDINGS OF DIRECTORS

13. Subject to the provisions of Section 199 of the Act, a Director shall be entitled to vote at a meeting of Directors in respect of any contract or arrangement in which he shall be interested and shall be counted in the quorum present at such meeting and Clause 84 of Table A shall be modified accordingly.

14. In Clause 98 of Part I of Table A the words commencing "It shall not be necessary" and terminating "absent from the United Kingdom" shall be omitted.

ALTERNATE DIRECTORS

15. Each Director shall have the power to nominate another Director, or with the approval of the Directors, such approval not to be unreasonably withheld, any other person to act as alternate Director in his place during his absence from the place where meetings are held or inability for any reason to act as such Director, and at his discretion to remove such alternate Director, and on appointment being made the alternate Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst acting in the place of an absent Director, may exercise all the powers and shall discharge all the duties of the Director he represents, but shall look to the Director by whom he has been nominated solely for his remuneration as alternate Director. Any Director of the Company who is appointed as alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as

distinct from the vote to which he is entitled in his own capacity as a Director of the Company, and shall also be considered as two Directors for the purpose of making a quorum of Directors. Provided that any person appointed as an alternate Director shall vacate his office as an alternate Director if and when the Director by whom he has been appointed vacates office as a Director. The presence of an alternate Director at a meeting shall not exempt his appointor from the operation of Article 11 (d).

16. In Clause 131 of Part I of Table A the words "or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him" shall be omitted, and there shall be substituted the words "as appearing in the Register of Members, whether his registered address is within the United Kingdom or not."

17. In Clause 133 of Part I of Table A the words "within the United Kingdom" shall be omitted.

18. In Paragraph (a) of Clause 134 of Part I of Table A the words commencing "except those members" down to the end of the paragraph shall be omitted.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

John Burke.
40/43 Chancery Lane
London WC2
Solicitor

Kevin John Burke
Kean John Burke
40/43 Chancery Lane
London WC2
Solicitor

DATED this

17th

day of

April

1978

WITNESS to the above signatures:-

[Signature]

DR. FAROUK IQBAL,
40/43 CHANCERY LANE,
LONDON WC2.
Solicitor's Articled Clerk;

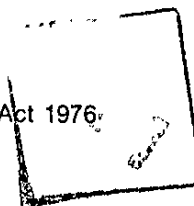


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binding margin

THE COMPANIES ACTS 1948 TO 1976

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

Company number

1369559/5

Name of Company

* delete if
inappropriate

SALADIN SECURITY

Limited*

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

40/43 Chancery Lane, London WC2A 1JJ

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

☐

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 ref: KJB
Telephone no: 242-2721
name and address:

40/43 Chancery Lane,
London WC2A 1JJ

For official use
General section

Post room



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:

Please do not write in this binding margin

Important

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

Name (note 2)	DAVID PATRICK HENRY BURGESS	Business occupation	SOLICITOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	45 ST. JAMES'S ROAD, HAMPTON, MIDDLESEX	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5) (SEE ATTACHED)			
I hereby consent to act as director of the company named on page 1			
Signature			Date 17/6/78

Name (note 2)	KEVIN JOHN BURKE	Business occupation	SOLICITOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	110 GLOUCESTER TERRACE, LONDON W2	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5) (SEE ATTACHED)			
I hereby consent to act as director of the company named on page 1			
Signature			Date 27/4/78

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

Please do not
write in this
binding margin

Continuation of 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)	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

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)	KEVIN JOHN BURKE
Former name(s) (note 3)	
Address (notes 4 & 7)	110 GLOUCESTER TERR, LONDON W2.
I hereby consent to act as secretary of the company named on page 1	
Signature	Date 17/4/78

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

Signed by or on behalf of the subscribers of the Memorandum of Association*

Signature (Subscriber) (Agent)† Date 17/4/78

Signature (Subscriber) (Agent)† Date 17/4/78

Signature (Subscriber) (Agent)† Date

† delete as
appropriate

Notes

- 1 If the spaces on pages 2 and 3 provide insufficient space, the names and particulars must be entered on the prescribed continuation sheet(s).
- 2 Full names must be given. In the case of an individual, his present Christian name or names and surname must be given. 'Christian name' includes a forename, and 'surname' in the case of a peer or person usually known by a title different from his surname means that title. In the case of a corporation, its corporate name must be given.
- 3 In the case of an individual, any former Christian names and surname must be given in addition. The expression 'Christian name' includes a forename.
'Former Christian name' and 'former surname' do not include:
 - a In the case of a peer or a person usually known by a British Title different from his surname, the name by which he was known previous to the adoption of or succession to the title, or
 - b In the case of any person, a former Christian name or surname where that name or surname was changed or disused before the person bearing the name attained the age of eighteen years or has been changed or disused for a period of not less than twenty years; or
 - c In the case of a married woman, the name or surname by which she was known previous to the marriage.
- 4 Usual residential address must be given, or, in the case of a corporation, the registered or principal office.
- 5 The names of all bodies corporate incorporated in Great Britain of which the director is also a director must be given, except bodies corporate of which the company making the return is the wholly-owned subsidiary or bodies corporate which are the wholly-owned subsidiaries either of the company or of another company of which the company is the wholly-owned subsidiary. A body corporate is deemed to be the wholly-owned subsidiary of another if it has no members except that other and that other's wholly-owned subsidiaries and its or their nominees. 'Director' includes any person who occupies the position of a director by whatsoever name called, and any person in accordance with whose directions or instructions the directors are accustomed to act.
- 6 Dates of birth need only be given in the case of directors of a company which is subject to section 185 of the Companies Act, 1948, namely a company which is not a private company, or which, being a private company, is the subsidiary of a body corporate incorporated in the United Kingdom which is neither a private company nor a company registered under the law relating to companies for the time being in force in Northern Ireland and having provisions in its constitution which would, if it had been registered in Great Britain, entitle it to rank as a private company.
- 7 Where the secretary or one of the joint secretaries is a Scottish firm the details required are the firm name and its principal office address. Where all the partners in a firm are joint secretaries the name and principal office address of the firm alone may be stated.

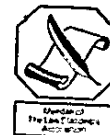
REF COMPANIES 1



CHAS DAVY

Exmouth House, Pine Street, London EC1R 0JL
Telephone 01 278 9344 Telegrams Davy London EC1

page 4



KEVIN JOHN BURKE

COMPANY DIRECTORSHIP S

PORT STEEL SERVICES LIMITED (ALSO SECRETARY)

GOLDHURST PROPERTY LIMITED (ALSO SECRETARY)

BROADCAUL LIMITED (ALSO SECRETARY)

FIELDSTRONG LIMITED (ALSO SECRETARY)

GRANGEQUEST LIMITED (ALSO SECRETARY)

HYNELEIGH LIMITED (ALSO SECRETARY)

WOODGOLD LIMITED (ALSO SECRETARY)

BROADKANE LIMITED (ALSO SECRETARY)

SCOTWHIN

STONELEIGH PROPERTIES

DAVID PATRICK HENRY BURGESS

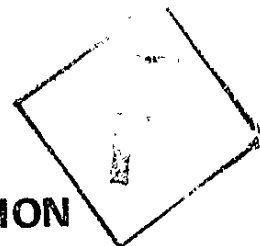
COMPANY DIRECTORSHIPS

BRITISH & GENERAL TUBE COMPANY LIMITED

B & A ENGINEERING LIMITED

WYLIE SAFELOAD INDICATORS LIMITED

HAWKINGTON LIMITED



CERTIFICATE OF INCORPORATION

No. 1369559

I hereby certify that

SALADIN SECURITY 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

19TH MAY 1978

D. A. Pendlebury

D. A. PENDLEBURY
Assistant Registrar of Companies

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- of -

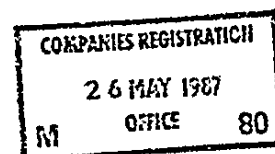
SALADIN SECURITY LIMITED
(passed 18th May 1987)

At an Extraordinary General Meeting of Saladin Security Limited duly convened and held at 118 Chancery Lane, London WC2A 1JJ the following resolution was duly passed as a Special Resolution.

SPECIAL RESOLUTION

That the giving by the Company of financial assistance for the purpose of discharging or reducing a liability incurred by Saladin Holdings Limited in connection with its acquisition of the whole of the issued share capital of the Company be and it is hereby approved.

x *Burton* x
.....
Chairman





COMPANIES FORM No. 155(6)a

**Declaration in relation to
assistance for the acquisition
of shares**

155(6)a

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] [] [] []

1369559

Note
Please read the notes
on page 3 before
completing this form

Name of company

* SALADIN SECURITY LIMITED

*Insert full name
of company

I/we BRUCE NORRIS of 134 Queens Gate, London SW7

†Insert name(s) and
address(es) of all
the directors

§Delete as
appropriate

‡Delete whichever
is inappropriate

[the sole director] [all the directors]§ of the above company do solemnly and sincerely declare that:

The business of the company is:

(a) ~~that of a [recognised bank] [licensed institution]§ within the meaning of the Banking Act 1979†~~

(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom†--~~

(c) ~~something other than the above†~~ the provision of security-related services

The company is proposing to give financial assistance in connection with the acquisition of shares in it.

The assistance is for the purpose of [that acquisition] [reducing or discharging a liability incurred for the purpose of that acquisition].§

The number and class of the shares acquired or to be acquired is: 10,000 ordinary
shares of £1 each

Presentor's name, address and
reference (if any):

GOULDENS,
118 Chancery Lane,
London WC2A 1JJ

PLN/369384

For official use

General Section

Post room

COMPANIES REGISTRATION

26 MAY 1987

M

OFFICE

80

The assistance is to be given to: (note 2) Saladin Holdings Limited

Please do not
write in
this margin.

100 Wigmore Street,
London W1H 0AF

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

The assistance will take the form of:

- (i) The loan of the sum of £85,000 by way of interest free loan repayable on demand to Saladin Holdings Limited;
- (ii) The execution of a form of authority over deposits in favour of Midland Bank PLC in respect of a deposit of £100,000 to secure residual borrowings of Saladin Holdings Limited in the same amount.

The person who [has acquired] [~~will acquire~~]* the shares is:

*Delete as
appropriate

Saladin Holdings Limited

The principal terms on which the assistance will be given are:

- (i) A sum of £85,000 is lent by way of interest free loan repayable on demand to Saladin Holdings Limited;
- (ii) A form of authority over deposits in favour of Midland Bank PLC in the sum of £100,000 will be executed by the Company as security for residual borrowings of Saladin Holdings Limited in the same amount.

The amount of cash to be transferred to the person assisted is £ 85,000

The value of any asset to be transferred to the person assisted is £ _____

The date on which the assistance is to be given is 15th June, 19 87

Please do not
write in
this margin

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

Delete either (a) or
(b) as appropriate.

I/we have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]† (note 3)

~~(b) [It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]† (note 3).~~

And I/we 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 10 Fleet Street
London EC4

the 15th day of MAY

One thousand nine hundred and eighty-seven

before me Julia Kirkland

JULIA KIRKLAND
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below

Bundoris

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account—see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

15th May, 1987

REPORT OF THE AUDITORS TO THE DIRECTORS OF SALADIN SECURITY
LIMITED UNDER SECTION 156 (5) OF THE COMPANIES ACT 1985

With regard to the financial assistance to be provided by Saladin Security Limited under Section 155 of the Companies Act 1985 as expressed in the attached Declaration, we have enquired into the state of affairs of the Company.

We are not aware of anything to indicate that the opinions of the directors expressed in that Declaration are unreasonable in all the circumstances.

Shari left
.....
SHARLES & CO.



No. 1369559

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- of -

SALADIN SECURITY LIMITED

(passed 15th May 1987)

At an Extraordinary General Meeting of Saladin Security Limited duly convened and held at 118 Chancery Lane, London WC2A 1JJ the following resolution was duly passed as an Ordinary Resolution.

ORDINARY RESOLUTION

That Messrs. Charles & Co be and they are hereby appointed auditors of the Company.

.....*Bunlons*.....
Chairman



Notice of passing of resolution removing an auditor

386

Please do not
write in
this margin

Pursuant to section 386 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

1369559

* insert full name
of company

Name of company

* SALADIN SECURITY LIMITED

gives notice that by a resolution passed at a general meeting of the company
on 15th May, 19 87

§ insert name
and address of
removed auditor(s)

§ ARTHUR YOUNG

of Rolls House, 7 Rolls Buildings, Fetter Lane, London

Postcode: EC4A 1NH

Ø delete or complete as appropriate

was removed as auditor before the expiration of his term of office, with effect from the passing of the resolution.

_____ 19 _____ 10

† delete as appropriate

Signed

✓ [Director][~~Secretary~~]† Date 18TH MAY 1987

Presenter's name address and reference (if any):

GOULDENS,
118 Chancery Lane,
LONDON WC2A 1JJ

PLN/369384

For official Use
General Section

Post room

COMPANIES REGISTRATION

26 MAY 1987

IV

OFFICE

80

Oyez The Solicitors' Law Stationery Society plc, Oyez House, 237 Long Lane, London SE1 4PU

Companies G386

1985 Edition
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THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- of -

SALADIN SECURITY LIMITED

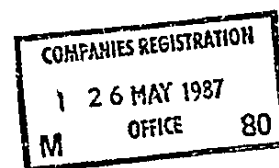
(passed 15th May 1987)

At an Extraordinary General Meeting of Saladin Security Limited duly convened and held at 118 Chancery Lane, London WC2A 1JJ the following resolution was duly passed as an Ordinary Resolution.

ORDINARY RESOLUTION

That Messrs. Arthur Young be and they are hereby removed as auditors of the Company with immediate effect.

x *Burton* x
.....
Chairman





**Notice by an holding or subsidiary
company of new accounting
reference date given after the end
of an accounting reference period**

Please do not
write in
this margin

Pursuant to section 225(2) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

1369559

Name of company

*

SALADIN SECURITY LIMITED

* insert full name
of company

gives notice that the company's new accounting reference date on which the previous accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Note
Please read notes
1 to 4 overleaf
before completing
this form

Day Month

3	0	0	6
---	---	---	---

The previous accounting reference period of the company is to be treated as ~~shortened~~ [extended]†
and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

3	0	0	6	1	9	8	7
---	---	---	---	---	---	---	---

† delete as
appropriate

The company is a [subsidiary][holding company]† of Saladin Holdings Limited

company number 2120198

the accounting reference date of which is 30th June

Signed

Burton's

[Director][Secretary]† Date

15.5.87

Presenter's name address and
reference (if any):

GOULDENS,
118 Chancery Lane,
London, WC2A 1JJ
PLN/369384

For official Use
General Section

Post room

COMPANIES REGISTRATION

26 MAY 1987

OFFICE 80



COMPANIES FORM No. 155(6)a

**Declaration in relation to
assistance for the acquisition
of shares****155(6)a**Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

1369559

Name of company

Note
Please read the notes
on page 3 before
completing this form* **SALADIN SECURITY LIMITED***Insert full name
of company†Insert name(s) and
address(es) of all
the directors

~~†We†~~ **DAVID WALKER** of 7 Abingdon Road, London W8 6AH; **BRUCE NORRIS**
of 134 Queens Gate, London SW7 and **DR. JOHN WATT** of 3 Wilton House,
87 Knightsbridge, London SW1X 7RB

§Delete as
appropriate~~the sole director~~ **all** [all the directors]§ of the above company do solemnly and sincerely declare that:

The business of the company is:

†Delete whichever
is inappropriate

- all** { (a) ~~that of a [recognised bank] [licensed institution]§ within the meaning of the Banking Act 1979†~~
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom†~~
(c) ~~something other than the above†~~ the provision of security-related services

The company is proposing to give financial assistance in connection with the acquisition of shares in it.

all The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].§

The number and class of the shares acquired or to be acquired is: 10,000 ordinary
shares of £1 each

Presenter's name, address and
reference (if any):

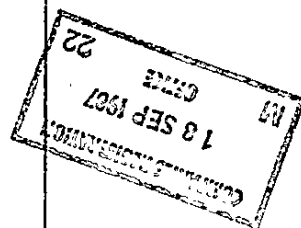
GOULDENS,
118 Chancery Lane,
London WC2A 1JJ

Ref: PLN/386721

For official use

General Section

Post room



The assistance is to be given to: (note 2) Saladin Holdings Limited

100 Wigmore Street,

London W1H 0AF

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block letters

The assistance will take the form of:

The loan of the sum of £50,000 by way of interest free loan
repayable on demand to Saladin Holdings Limited

The person who [has acquired] ~~[will acquire]~~* the shares is:
SALADAIN HOLDINGS LIMITED

*Delete as
appropriate

The principal terms on which the assistance will be given are:

A sum of £50,000 is lent by way of interest free loan
repayable on demand to Saladin Holdings Limited.

The amount of cash to be transferred to the person assisted is £50,000

The value of any asset to be transferred to the person assisted is £

The date on which the assistance is to be given is 12th October 1987

Please do not
write in
this margin

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

Delete either (a) or
(b) as appropriate

~~1/1~~ ~~1/~~ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

~~1/1~~ (a) ~~1/~~ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date† (note 3)

~~1/1~~ { (b) ~~It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.† (note 3).~~

~~1/1~~ And ~~1/~~ we 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 194A Sloane Street
London, SW1X 9QX

the 11th. day of September
One thousand nine hundred and eighty-seven

before me Howard J. Rind
A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on
a Commissioner for Oaths.

HOWARD J. RIND
194A SLOANE STREET
LONDON, SW1X 9QX
SOLICITOR

Declarants to sign below

[Signature]
[Signature]
[Signature]

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account—see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

*Charles
& Co. Chartered Accountants*

100, Wigmore Street, London W1H 0AE. Telephone 01-486 0431 (10 lines) Telex 295025 SHARLE G.
FAX NO. 487 5561

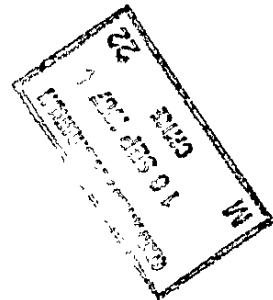
REPORT OF THE AUDITORS
TO
THE DIRECTORS OF SALADIN SECURITY LIMITED
Under Section 156(5) of the Companies Act 1985

With regard to the financial assistance to be provided by Saladin Security Limited under Section 155 of the Companies Act, 1985, as expressed in the attached Declaration, we have enquired into the state of the affairs of the Company.

We are not aware of anything to indicate that the opinions of the Directors expressed in that Declaration are unreasonable in all the circumstances.

Charles
.....

For and on behalf of SHARLES & CO.



SPA(130.4)

Registered No: 1369559

THE COMPANIES ACT 1985 (AS AMENDED)

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

-of-

SALADIN SECURITY LIMITED

(passed *31 October* 1990)

At an Extraordinary General Meeting of Saladin Security Limited duly convened and held at 7 Abingdon Road London W8 6AH on *31 October* 1990 at *1115* a.m. ~~from~~ the following Resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

THAT the Articles of Association of the Company be amended by the insertion of a new Article 11 as follows:

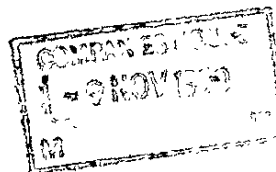
"The Directors shall be authorised to appoint any person who has been a shareholder or officer of the Company or connected with any field of business in which the Company operates to be President of the Company. The President shall hold office during the period determined by the Directors but shall not be an officer of the Company although he may concurrently hold another office of the Company if elected thereto. Any person appointed as President shall be entitled to receive notice of all Directors Meetings and all General Meetings of the Company, and shall be entitled to attend and speak thereat, but shall not, as President, be entitled to vote thereat."

and that Articles 11 to 18 be renumbered as Articles 12 to 19 respectively.

G. J. Walker

.....
Chairman/Director

31 October 1990.



THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

SALADIN SECURITY LIMITED



THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION*

- of -

SALADIN SECURITY LIMITED

PRELIMINARY

1. The regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter called Table "A") shall apply to the Company, save in so far as they are hereinafter excluded or varied.
2. Clauses 24,53,75,77, 89-93 (inclusive) and 108 of Part I of Table A shall not apply to the Company.

SHARES

3. The shares of the Company (whether forming part of the original capital or not) shall be at the disposal of the Directors, who may (save as otherwise directed by the Company in general meeting) allot, grant options over or otherwise dispose of them to such persons, at such time and on such terms as they think proper, subject nevertheless to Clause 2 of Part II of Table A and to all relevant statutory provisions.

* The Articles of Association of the Company were amended by a Special Resolution of the Company passed the 31st day of October 1990.

4. (1) For the purposes of this regulation, 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 of that share.
- (2) 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.
- (3) Every member who desires to transfer any shares (hereinafter called the vendor) shall give to the company notice in writing of such desire (hereinafter called a transfer notice). A transfer notice shall constitute the company the vendor's agent for the sale of the share or shares specified therein in one or more lots at the discretion of the directors to the member or members other than the vendor at a price to be agreed between the vendor and the directors or in default of agreement, at the price which the company's auditors acting as experts and taking into account all the circumstances shall certify in writing to be in their opinion the fair price thereof as between a willing seller and a willing buyer a transfer notice shall contain a provision that unless all the shares comprised therein are sold by the company pursuant to this regulation, none shall be so sold and any such provision shall be binding on the company. A transfer notice once issued shall not be withdrawn.

- (4) If the auditors are asked to certify the fair price as aforesaid, the company shall, as soon as it receives their certificate, furnish a certified copy thereof to the vendor and the vendor shall be entitled, by notice in writing given to the company within ten days of the service upon him of the said certified copy, to cancel the company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the company.
- (5) Upon the price being fixed as aforesaid and provided the vendor shall not give notice of cancellation as aforesaid the company shall forthwith by notice in writing inform each member other than the vendor of the number and price of the said shares and invite each such member to apply in writing to the company within twenty-one days of the date of dispatch of the notice (which shall be specified therein) for such number of the said shares (being all or any thereof) as he shall specify in such application.
- (6) The said members shall within the said period of twenty-one days apply for all of the said shares, and the directors shall allocate the said shares to or amongst the applicants pro rata (as nearly as possible) according to the number of shares in the company of which they are registered or unconditionally entitled to be registered as holders, provided that no applicant shall be obliged to take more than the number of shares specified by him as aforesaid; and the company shall

forthwith give notice of such allocations (hereinafter called an allocation notice) to the vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen and not later than twenty-eight days after the date of notice) at which the sale of shares so allocated shall be completed.

- (7) The vendor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place therein specified; and if he shall fail to do so, the chairman of the company or some other person appointed by the directors shall be deemed to have been appointed attorney of the vendor with full power to execute, complete and deliver, in the name and on behalf of the vendor, transfers of the shares to the purchasers thereof against payment of the price to the company. On payment of the price to the company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the shares. The company shall forthwith pay the price into a separate bank account in the company's name and shall hold such price in trust for the vendor.

- (8) Subject to the provisions of paragraph (9) of this regulation any share may be transferred by a member to

the spouse, child or remoter issue or parent, brother or sister of that member, and any share of a deceased member may be transferred by his personal representatives to any widow, widower, child or remoter issue or parent, brother or sister of such deceased member; and shares standing in the name of the trustees of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such trusts and the rights of pre-emption hereinbefore conferred in this regulation shall not arise on the occasion of any transfer.

(9) Notwithstanding the foregoing provisions of this regulation, the directors may decline to register:

- (a) any transfer of any share on which the company has a lien;
- (b) any transfer of a share (not being a fully paid share) to a person of whom they do not approve; and
- (c) any transfer the registration of which would cause the number of members to exceed the maximum permitted by regulation 2 Part II of Table "A".

5. The lien conferred by Clause 11 of Part 1 of Table A shall attach to fully paid as well as to partly paid shares, and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder or one of several joint holders thereof. The registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) thereon.

CALLS ON SHARES

6. In Clause 15 of Part I of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

PROCEEDINGS AT GENERAL MEETINGS

7. There shall be inserted in Clause 52 of Part I of Table A after the words "in the place of those retiring" the words "and the voting of remuneration or extra remuneration to the Directors".

8. The quorum at a general meeting shall be two persons being members or proxies for a member or members, and Clause 4 of Part II of Table A shall be modified accordingly.

DIRECTORS

9. Unless and until otherwise determined by an ordinary resolution of the Company, the Directors shall be not less than two nor more than seven in number. The first Directors shall be appointed in writing by a majority of the subscribers of the Memorandum of Association, and their limits shall be within the limits above specified.

10. There shall be no shareholding qualifications for Directors.

*11. The Directors shall be authorised to appoint any person who has been a shareholder or officer of the Company to be President of the Company. The President shall hold office during the period determined by the Directors and shall not be an officer of the Company. Any person appointed as President shall be entitled to receive notice of all Directors Meetings and all General Meetings of the Company, and shall be

entitled to attend thereat, but shall not, as President, be entitled to vote thereat.

POWERS AND DUTIES OF DIRECTORS

12. In Clause 78 of Part I of Table A there shall be inserted after the words "unless the Company" by the words "by ordinary resolution".

DISQUALIFICATION OF DIRECTORS

13. The office of a Director shall be vacated in any of the following events, namely:-

- (a) If not being a Managing Director holding office as such for a fixed term he resigns his office by notice in writing left at the registered office of the Company.
- (b) If he becomes bankrupt or compounds with his creditors.
- (c) If he becomes of unsound mind.
- (d) If he is absent from meetings of the Directors for six months without leave expressed by a resolution of the Directors, and the Directors resolve that his office be vacated.
- (e) If he becomes prohibited from being a Director by, or by any order made under, any provision of the Statutes for the time being applicable to the Company.

* Article 11 was inserted by a Special Resolution of the Company passed the 31st day of October 1990.

PROCEEDINGS OF DIRECTORS

14. Subject to the provisions of Section 199 of the Act, a Director shall be entitled to vote at a meeting of Directors in respect of any contract or arrangement in which he shall be interested and shall be counted in the quorum present at such meeting and Clause 84 of Table A shall be modified accordingly.

15. In Clause 98 of Part I of Table A the words commencing "It shall not be necessary" and terminating "absence from the United Kingdom" shall be omitted.

ALTERNATE DIRECTORS

16. Each Director shall have the power to nominate another Director, or with the approval of the Directors, such approval not to be unreasonably withheld, any other person to act as alternate Director in his place during his absence from the place where meetings are held or inability for any reason to act as such Director, and at his discretion to remove such alternate Director, and on appointment being made the alternate Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst acting in the place of an absent Director, may exercise all the powers and shall discharge all the duties of the Director he represents, but shall look to the Director by whom he has been nominated solely for his remuneration as alternate Director. Any Director of the Company who is appointed as alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company and shall also be considered as two Directors for the purpose of making a quorum of Directors. Provided

that any person appointed as an alternate Director shall vacate his office as an alternate Director if and when the Director by whom he has been appointed vacates office as a Director. The presence of an alternate Director at a meeting shall not exempt his appointor from the operation of Article 13(d).

17. In Clause 131 of Part I of Table A the words "or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him" shall be omitted, and there shall be substituted the words "as appearing in the Register of Members, whether his registered address is within the United Kingdom or not".

18. In Clause 133 of Part I of Table A the words "within the United Kingdom" shall be omitted.

19. In Paragraph (a) of Clause 134 of Part I of Table A the words commencing "except those members" down to the end of the paragraph shall be omitted.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

D.P.H. Burgess,
40, Chancery Lane,
London, WC2.

Solicitor.

Kevin John Burke,
40/43, Chancery Lane,
London WC2

Solicitor.

Dated this 17th day of April 1978

WITNESS to the above signatures:-

Dr. Farouk Iqbal,
40/43, Chancery Lane, London, WC2,

Solicitor's Articled Clerk.