

NOTICE OF ILLEGIBLE PAGES

Companies House regrets that documents in this company's record have pages which are illegible.

The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause



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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 company

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

F41

Please do not
write in this
binding margin



Please complete
legibly,
preferably in
black type or
bold black
lettering.
*Delete if
inappropriate.

For official use

1389885

Name of Company

HOULTS HOLDINGS

Limited*

I, David Hardman

of Lloyds Bank Chambers Collingwood Street
Newcastle upon Tyne NE1 1JP

do solemnly and sincerely declare that I am† a Solicitor of the Supreme
Court engaged in the formation

of Hoults Holdings

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 Newcastle upon Tyne

the 5TH day SEPTEMBER

One thousand nine hundred and seventy eight

before me, Wm George
A Commissioner for Oaths† Solicitor

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

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

Maughan and Hall
Lloyds Bank Chambers
Collingwood Street
Newcastle upon Tyne
NE1 1JP

Ref: DH/NC/MFS

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General section

Post room



Memorandum of Association

OF

HOULTS HOLDINGS LIMITED



1. The name of the Company is HOULTS HOLDINGS LIMITED Name
2. The registered office of the Company will be situate in England. Office
3. The objects for which the Company is established are :- Objects
 - (A) (i) To carry on the business of an investment-holding and property-holding company and for that purpose to acquire by subscription, purchase; lease, concession, grant, licence, exchange or otherwise and hold by way of investment shares, stocks, debentures, debenture stock, funds, mortgages, obligations and securities of any kind, and land, buildings and hereditaments of any tenure of description and any estate or interest therein and any right over or connected therewith including (without limiting the generality of the foregoing) freehold or leasehold ground rents, reversions, mortgages and charges.
 - (ii) To carry on all or any of the businesses of general carriers, transport, cartage and haulage contractors, shipping, forwarding and commission agents, household, office and furniture removers, and removers of all kinds of personal property, vehicle repairers, warehousemen, storers, packers, wharfingers, ship chandlers, lightermen, carriers of goods, mail order distributors, auctioneers, appraisers, valuers, brokers, insurance brokers and surveyors; to undertake the storage, warehousing, packing, removal, carrying, delivery, purchase, sale, exchange, mortgaging, pledging, letting and exhibiting of personal property of every description and to act as agents for the depositors of any such personal property in effecting sales, exchanges, mortgages, pledges and purchases thereof, in collecting, paying and remitting the proceeds of such transactions; and to purchase or otherwise acquire and to sell, let or otherwise dispose of and deal in personal property of every description.



Handwritten notes: "Hoy", "P/2", "B/1", "828861"

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- (B) 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.
- Acquire lands
property
right, and
privileges (C) 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, licences, secret processes, machinery, plant, vehicles, 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, or which may enhance the value of any other property of the Company. (I)
- Construct roads
railways
buildings etc (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, garages, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above. (J)
- Borrow money (E) To borrow or raise or secure the payment of money, and for those or other purposes including in particular (but without prejudice to the generality of the foregoing), the giving of collateral security for any guarantee by the Company or for any obligation of the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business, to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations. (K)
- Mortgage
undertaking (F) 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, or of any other person or corporation, by a trust deed or other assurance. (L)
- Issue
securities (G) 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 any other person or corporation. (M)
- (H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of other persons or corporations, and generally to give guarantees and indemnities and in particular (but without prejudice to the generality of the foregoing) to guarantee the payment of moneys secured by or payable under or in respect of or the performance of shares, debentures, (N)

INDISTINCT ORIGINAL

debenture stock, bonds, mortgages, charges, securities, obligations and contracts of any company, whether British, Commonwealth or foreign, or of any authority, supreme, municipal, local or otherwise, or of any person whomsoever whether corporate or unincorporate including in particular (but without prejudice to the generality of the foregoing) the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business.

- | | | |
|-----|--|---|
| (I) | To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and generally to act as bankers for customers and others. | |
| (J) | To grant pensions, allowances, gratuities and bonuses to any persons (including Directors and other officers) who may be or have been in the employment or service in any capacity of the Company or of any subsidiary company of the Company or of the predecessors in business of the Company or of any such subsidiary company or the dependents 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 persons as aforesaid, their dependents or connections, and to support or subscribe to any associations, 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. | Grant pensions and subscribe to charities |
| (K) | To act as directors or managers of or to appoint directors or managers of any subsidiary company or of any other company in which the Company is or may be interested. | Act as Directors or Managers |
| (L) | To pay all preliminary expenses of the Company and of any company promoted by the Company and of any company in which the Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of the owners of any business or property acquired by the Company. | Pay preliminary expenses |
| (M) | To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable or transferable instruments. | Make and accept bills etc |
| (N) | To subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of any other company and to invest and deal with the moneys of the Company not immediately required for the purposes of its business in any manner. | Invest |
| (O) | 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, | |

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and generally on such terms as the Company may determine.

Accept
payment in
cash or
shares

- (P) 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, mortgage debentures, debenture stock, mortgages or 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.

Enter into
partnership

- (Q) To enter into any partnership, joint-purse arrangement, arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith, or which is capable of being conducted so as directly or indirectly to benefit the Company.

Promote
companies

- (R) 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 the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the 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.

Acquire
other
business or
property

- (S) 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, or possessed or property suitable for the purposes of the Company.

Close down
business

- (T) To close, abandon and give up any works or businesses at any time not required by the Company.

Sell or
otherwise
deal with
undertaking

- (U) 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.

Amalgamate

- (V) 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.

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(U) 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.

Distribute
assets
in specie

(L) 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.

Act as and
through
agents
trustees etc

(Y) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

Generally do
all things
conducive
to above

And it is hereby declared (1) that the word "company" in this clause except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (2) that, except where the context expressly so requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred, shall be limited by or be deemed merely subsidiary or auxiliary to any other paragraph of this clause, or the objects in such other paragraph specified or the powers thereby conferred.

4. The liability of the members is limited.

5. The share capital of the Company is £150,000 divided into 150,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise, and such special rights, privileges, conditions and restrictions may at any time, as well before as during liquidation, be altered, abandoned, modified or dealt with in manner provided by the Articles of Association of the Company for the time being, but not otherwise.

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WE, the several persons whose names and addresses are subscribed,
be 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
J. S. Priestley, Lloyds Bank Chambers, Colliingwood Street, Newcastle upon Tyne, NE1 1TP. Solicitor	One
Robert H. Kellett Lloyds Bank Chambers, Colliingwood Street, Newcastle upon Tyne, NE1 1TP Solicitor	One

Dated this 18TH day of AUGUST 1978

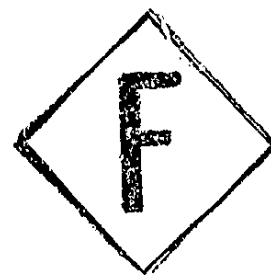
Witness to the above Signatures—

D. J. A. D. Wain
Lloyds Bank Chambers
Colliingwood Street
Newcastle upon Tyne
NE1 1TP
(Solicitor)

INDISTINCT ORIGINAL

11

COMPANY LIMITED BY SHARES



Articles of Association

OF

HOULTS HOLDINGS LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the Regulations contained in or made applicable by Part II of Table A, in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A, Part II") shall apply to the Company.
2. Regulations 24, 53, 75, 77, 79, 88, 89, 90, 91, 92, 96, 97, 99, 106 and 136 of Part I of Table A, in the said Schedule (hereinafter referred to as "Table A, Part I") shall not apply to the Company, but the Articles hereinafter contained and the remaining Regulations of Table A, Part I, and Regulations 2 and 5 of Table A, Part II, shall constitute the Regulations of the Company.
3. In these Articles, words importing the singular number only shall, where the context so permits, include the plural number and vice versa.

SHARES

4. The initial capital of the Company is £150,000 divided into 150,000 Ordinary Shares of £1 each.
5. (i) All unissued shares shall be at the disposal of the Directors, who may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times and generally on such terms as they think proper subject to sub-clause (ii) of this Article and to Regulation 2 of Table A, Part II, but so that no shares shall be issued at a discount, except in accordance with the provisions of Section 75 of the Act.
(ii) Subject always to the provisions of these Articles any original Ordinary Shares for the time being unissued and any new Ordinary Shares from time to time to be created, shall (except as the Company may by Ordinary Resolution otherwise determine) before they are issued, be offered to the Members in proportion as nearly as may be to the number of Ordinary Shares held by them (but so that fractions of a new share may be excluded) on the terms that in case of competition the shares so offered shall

be allotted to the applicants in proportion (as nearly as may be and without allotting to any applicant a greater number of shares than applied for) to their then holding of Ordinary Shares. Such offer shall be made by notice in writing specifying the number of Ordinary Shares offered and limiting the time in which the offer if not accepted will lapse and determine, and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the Ordinary Shares offered, the Directors may subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner and subject as aforesaid dispose of any such new or original Ordinary Shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning same cannot in the view of the Directors be eventually offered in the manner aforesaid.

TRANSFER AND TRANSMISSION OF SHARES

6. Subject to the provisions of Regulation 24 of Table A, Part I, any share may at any time be transferred to a person who is already a member of the Company. Save as aforesaid, the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share. Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself, shall for the purpose of this Article be deemed to be a transfer, and the Directors shall accordingly be entitled to decline to register such person as the holder thereof.

7. The instrument of transfer of a fully paid share need not be executed by or on behalf of the transferee and Regulation 22 of Table A, Part I, shall be modified accordingly.

8. The proviso to Regulation 32 of Table A, Part I, shall be omitted.

PROCEEDINGS AT GENERAL MEETINGS

9. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business; save as herein otherwise provided two members present in person shall be a quorum.

DIRECTORS

10. Subject as hereinafter provided the number of Directors shall be not less than two nor more than five. Any person may be appointed or elected as a Director whatever may be his age, and no Director shall be required to vacate office by reason of his attaining or having attained the age of seventy years or any other age. The first Directors shall be appointed by the Subscribers to the Memorandum of Association by a memorandum in writing under their hands, either with or without a meeting, and until such Directors are appointed the Subscribers to the Memorandum of Association shall be deemed to be Directors. The Company may by Ordinary Resolution from time to time vary the minimum number and/or the maximum number of Directors.

11. A Director shall not require a share qualification, but shall nevertheless be entitled to attend and speak at any General Meeting, or Separate Meeting of the holders of any class of shares of the Company.

INDISTINCT ORIGINAL

POWERS AND DUTIES OF DIRECTORS

12. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

POWERS AND DUTIES OF DIRECTORS

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Regulation 84 of Table A, Part I, shall be modified accordingly.

14. (i) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.

(ii) A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in like form each signed by one or more of the Directors.

(iii) The Directors may dispense with the keeping of attendance books for meetings of the Directors or committee of the Directors. Regulation 86 shall be modified accordingly.

APPOINTMENT AND DISQUALIFICATION OF DIRECTORS

15. The words "and may also determine in what rotation the increased or reduced number is to go out of office" in Regulation 94 of Table A, Part I, shall be omitted.

16. The words "but shall not be taken into account in determining the Directors who are to retire by rotation at such Meeting" in Regulation 95 of Table A, Part I, shall be omitted.

17. The office of a Director shall be vacated :-

- (1) If by notice in writing to the Company he resigns the office of Director;
- (2) If he becomes bankrupt or enters into any arrangement with his creditors;
- (3) If he is prohibited from being a Director by an Order made under any of the provisions of Section 183 of the Act or Section 28 of the Companies Act 1976;
- (4) If he becomes of unsound mind;
- (5) If he is removed from office under Section 184 of the Act.

18. Without prejudice to the provisions of Section 184 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead.

19. In regulation 107 of Table A, Part I, the words "a Director so appointed shall not, whilst holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be automatically determined if he ceases from any cause to be a

INDISTINCT ORIGINAL

Director", shall be omitted and the following words substituted therefor: "The appointment of a Director so appointed shall be automatically determined if he shall cease, from any cause, to be a Director."

INDEMNITY

20. 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 Section 148 of the Act 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. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

ALTERNATE DIRECTORS

21. (i) Any Director may at any time by writing under his hand and deposited at the registered office, or delivered at a meeting of the Directors, appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved.
- (ii) The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceased to be a Director (retirement at any General Meeting at which the Director is re-elected being for such purpose disregarded).
- (iii) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purpose of these Articles.
- (iv) An alternate Director may be repaid expenses, and shall be entitled to be indemnified, by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

INDISTINCT ORIGINAL

J. S. Pienitz,
Lloyds Bank Chambers,
Collingwood Street,
Newcastle upon Tyne NE1 1TP
Solicitor

Reg. H. Kellett,
Lloyds Bank Chambers,
Collingwood Street,
Newcastle upon Tyne,
NE1 1TP
Solicitor

Dated this 18th day of AUGUST 1978

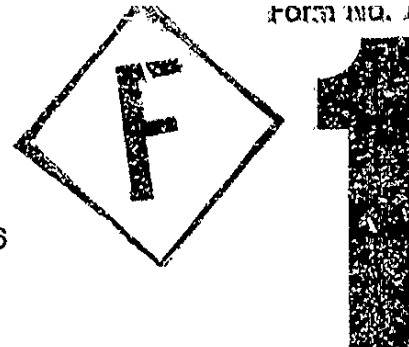
Witness to the above Signatures—

D. Hardman
Lloyds Bank Chambers
Collingwood Street
Newcastle upon Tyne
NE1 1TP
(Solicitor)

G

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

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



Please do not
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binding margin



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

delete if
inappropriate

Company number

1339885

Name of Company

HOULTS HOLDINGS

Limited*

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

Ford Depositories
Walker Road
Newcastle upon Tyne 6

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

Maughan and Hall	Lloyds Bank Chambers
Collingwood Street	
Newcastle upon Tyne	NE1 1JP

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

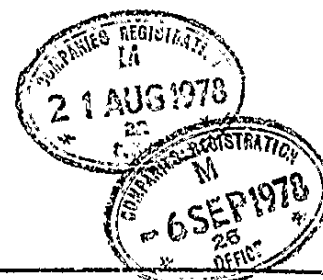
Presenter's
reference (if any) :

NC

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:

Name (note 2)	Frederick Wilson Hault	Business occupation
		Company Director
Former name(s) (note 3)		Nationality
Address (note 4)	Sycamore Lodge Melbury Road Newcastle upon Tyne 7	British
		Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)		
Haults Limited, Haults Estates Limited, Haults (Cumberland) Limited, Haults (London) Limited, Haults (South West) Limited, J Ramshaw Limited, John Dixon (Piano Removers) Limited, William Patterson Limited		
I hereby consent to act as director of the company named on page 1		
Signature <i>F. W. Hault</i>		Date 18 TH AUGUST 1978

Name (note 2)	Beatrice Hault	Business occupation
		Company Director
Former name(s) (note 3)		Nationality
Address (note 4)	Flat 8 Grove House The Grove Newcastle upon Tyne 3	British
		Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)		
Haults Limited, Haults Estates Limited, Haults (Cumberland) Limited, Haults (London) Limited, Haults (South West) Limited, J Ramshaw Limited, John Dixon (Piano Removers) Limited, William Patterson Limited		
I hereby consent to act as director of the company named on page 1		
Signature <i>B. Hault</i>		Date 18 TH AUGUST 1978

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

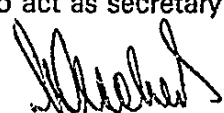
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Important

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:

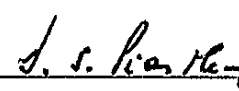
Name (notes 2 & 7)	David Archer
Former name(s) (note 3)	
Address (notes 4 & 7)	11 Ferndale
	Belmont
	Durham
I hereby consent to act as secretary of the company named on page 1	
Signature	 Date 18 th AUGUST 1978

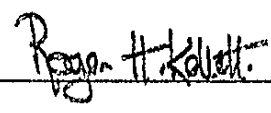
Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

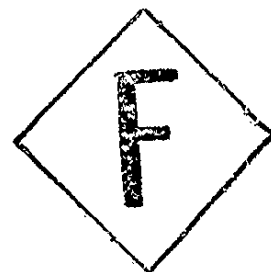
*as required by
Section 21(3) of
the Companies
Act 1976

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

†delete as
appropriate

Signature  [Subscriber] [Agent]† Date 18th August 1978

Signature  [Subscriber] [Agent]† Date 18th August 1978



CERTIFICATE OF INCORPORATION

No. 1389885

I hereby certify that

HOULTS HOLDINGS 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 SEPTEMBER 1978

Registrar of Companies