



COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

12

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write in
this margin

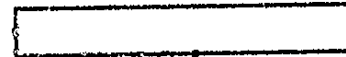
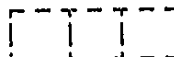
Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use



Name of company

1985084

* insert full
name of Company

GALAGAN LIMITED

HOWARD THOMAS

of **70/74 City Road, London EC1Y 2DQ.**

† delete as
appropriate

do solemnly and sincerely declare that I am a ~~Solicitor engaged in the formation of the company~~†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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 **11 Breems Buildings,**
in the City of London EC4

Declarant to sign below

the **6th** day of **JANUARY**

One thousand nine hundred and **EIGHTY-SIX.**

before me

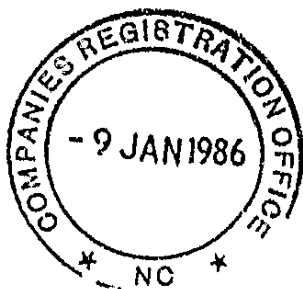
A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

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

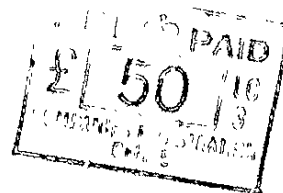
For official Use

New Companies Section

Post room



The Companies Act 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
of
GALAGAN LIMITED



1382084

1. The Company's name is "GALAGAN LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-

(A) To carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors and shippers of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts, and merchandise of every description, to act as agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw and manufactured goods, of all kinds, and general railway, shipping and forwarding agents and transport contractors; to create, establish, build up, and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares, and commodities dealt in or services rendered by any persons, firms or companies, and to participate in, undertake, perform and carry out all kinds of commercial, trading and financial operations and all or any of the operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists and financiers, either on the Company's own account or otherwise; and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company.



NAT COURT
41000

9805

(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, or further any of its objects.

(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, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, 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.

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(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 by a trust deed or other assurance.

(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 its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.

(I) 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 any person or corporation.

(J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business 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 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.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting 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.

(N) 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 special rights or restrictions in respect of dividend, repayment of capital, voting 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.

(O) To enter into any partnership or joint-purse 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.

(P) 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.

(Q) 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.

(R) 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.

(S) 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.

(T) 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.

(U) 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, trustees, sub-contractors or otherwise.

(V) 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 in the construction of this clause the word 'company' except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated

or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.

5. The Company's share capital is £100 divided into 100 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.

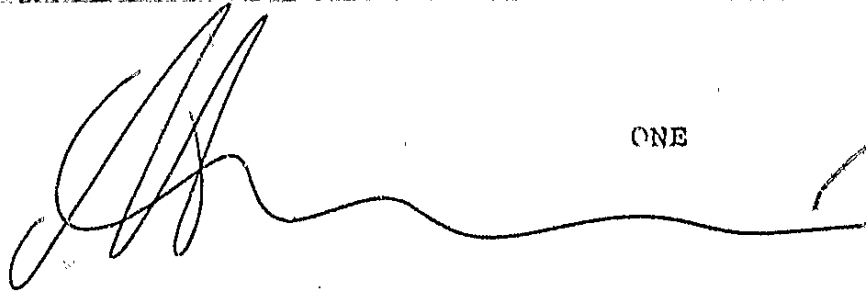
WE, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

**NAMES AND
ADDRESSES OF
SUBSCRIBERS**

**Number of Shares
taken by each
Subscriber**

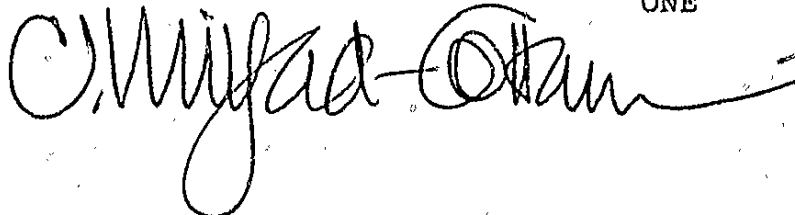
H. THOMAS
70/74 City Road,
London EC1Y 2DQ.

ONE



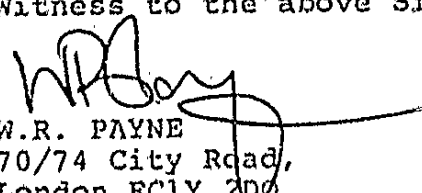
C. MILFORD-COTTAM
70/74 City Road,
London EC1Y 2DQ.

ONE



Dated this 6th day of January, 1986.

Witness to the above Signatures:-


W.R. PAYNE
70/74 City Road,
London EC1Y 2DQ.

The Companies Act 1985
COMPANY LIMITED BY SHARES

1982081

ARTICLES OF ASSOCIATION

of

GALAGAN LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided, the regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.

(b) Regulations 8, 64, 76, 77, 94, 95, 96, 97 and 113 of Table A shall not apply to the Company.

(c) In these Articles "the Act" means the Companies Act 1985 and every statutory modification and re-enactment thereof for the time being in force.

2. The company is a private company and accordingly no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the company with a view to all or any of these shares or debentures being offered for sale to the public.

SHARES

3. (a) The Directors may subject to Article 4 hereof allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 80 (2) of the Act) of the Company to such persons and generally on such terms and conditions as the Directors think proper.

(b) The general authority conferred by paragraph (a) of this Article shall be conditional upon due compliance with Article 4 hereof and shall extend to the amount of the authorised share capital of the Company upon its incorporation. The said authority will expire on the 31st day of December, 1990 unless renewed, varied or revoked by the Company in general meeting in accordance with the said Section 80.

(c) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.

4. (a) Subject to any direction to the contrary that may be given by the Company in general meeting all shares authorised pursuant to Article 3 hereof to be allotted shall be offered to the members in proportion to the existing shares held by them and such offer shall be made by notice in writing specifying the number of the shares to which the member is entitled and limiting a time (being not less than 21 days) within which the offer if not accepted will be deemed to have been declined, and after the expiry of such time or upon receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may, subject to these Articles, allot or otherwise dispose of the same to such persons and upon such terms as they think most beneficial to the Company. The Directors may in like manner dispose of any such shares as aforesaid 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 the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

(b) By virtue of Section 91 (1) of the Act, Sections 89 (1) and 90 (1) to 90 (6) inclusive of the Act shall not apply to the Company.

LIEN

5. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member whether solely or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

6. Save as otherwise provided in these Articles, 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. The first sentence of regulation 24 of Table A shall not apply to the Company.

MEETINGS

7. In accordance with Section 372 (3) of the Act in every notice calling a general meeting of the Company there shall

appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member of the Company. Regulation 38 of Table A shall be modified accordingly and the second sentence of regulation 59 of Table A shall not apply to the Company.

8. In regulation 41 of Table A there shall be added at the end: "if at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved".

DIRECTORS

9. Unless and until otherwise determined by the Company in General Meeting the number of the Directors shall not be less than one nor more than five. The first Directors of the Company will be the person or persons named in the Statement delivered to the Registrar of Companies in accordance with Section 10 of the Act.

10. If and so long as there shall be one Director only he shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these Articles and the regulations of Table A shall be construed accordingly.

11. No person other than a Director retiring by rotation shall be elected a Director at any general meeting unless -

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty five clear days before the date of the meeting, a notice in writing signed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for election, together with a notice in writing signed by that person of his willingness to be elected.

12. A Director shall not be required to hold any share qualification but shall nevertheless be entitled to receive notice of and to attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company.

13. The Company shall not be subject to Section 293 of the Act. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

BORROWING POWERS

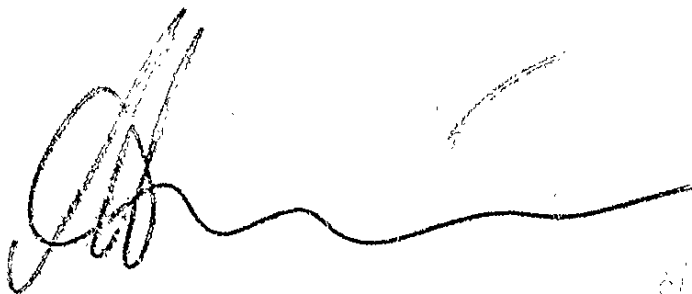
14. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject (in the case of any security convertible into shares) to Section 80 of the Act and Article 3 hereof, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

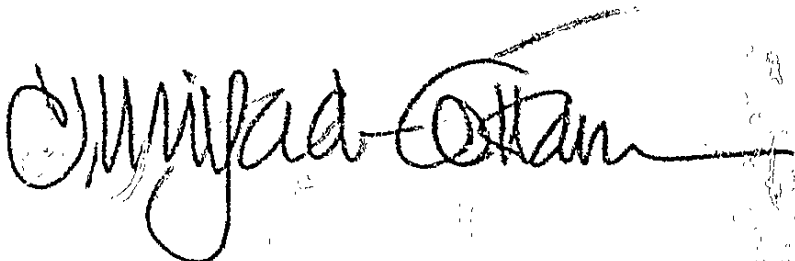
15. A Director may vote in respect of any contract or proposed contract or arrangement in which he is interested, whether directly or indirectly, or upon any matter arising therefrom and he may be counted in the quorum present at any meeting at which any such contract, arrangement or matter is proposed or considered, and if he shall so vote his vote shall be counted.

NAMES AND ADDRESSES OF SUBSCRIBERS

H. THOMAS
70/74 City Road,
London EC1Y 2DQ.

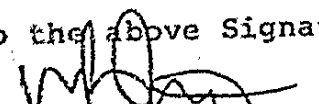


C. MILFORD-COTTAM,
70/74 City Road,
London EC1Y 2DQ.



Dated this 6th day of January, 1986.

Witness to the above Signatures:-



W.R. PAYNE,
70/74 City Road,
London EC1Y 2DQ.

**Statement of first directors
and secretary and intended
situation of registered office****10**Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

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

For official use

1982084

Name of company

Insert full name
of company

* GALAGAN LIMITED

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

70/74 CITY ROAD, LONDON,	
Postcode	ECLY 2DQ.

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



GALAGAN LIMITED 70/74 CITY ROAD, LONDON, ECLY 2DQ.	
Postcode	

Number of continuation sheets attached (see note 1)

--

Presenter's name address and
reference (if any):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 (note 2) are as follows:

Please do not write in this margin

Name (note 3)		Business occupation	
HOWARD THOMAS		REGISTRATION AGENT	
Previous name(s) (note 3)		Nationality	
Address (note 4)		BRITISH	
70/74 CITY ROAD, LONDON,		Date of birth (where applicable)	
Postcode	ECLY 2DQ.	(note 6)	
Other directorships †			
NONE			
I consent to act as director of the company named on page 1			
Signature		Date 6.1.86	

† enter particulars of other directorships held or previously held (see note 6) If this space is insufficient use a continuation sheet.

Name (note 3)		Business occupation	
CATHERINE MILFORD-COTTAM		REGISTRATION AGENT	
Previous name(s) (note 3)		Nationality	
Address (note 4)		BRITISH	
70/74 CITY ROAD, LONDON,		Date of birth (where applicable)	
Postcode	ECLY 2DQ.	(note 6)	
Other directorships †			
NONE			
I consent to act as director of the company named on page 1			
Signature		Date 6.1.86	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)	
Postcode		(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

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write in
this margin

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

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 3 & 7)	
HOWARD THOMAS	
Previous name(s) (note 3)	
Address (notes 4 & 7) 70/74 CITY ROAD,	
LONDON,	
Postcode	EC1Y 2DQ.
I consent to act as secretary of the company named on page 1	
Signature	Date 6.1.86

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

delete if the form is
signed by the
subscribers

Signature of agent on behalf of subscribers	Date 6.1.86
---	-------------

delete if the form is
signed by an agent on
behalf of the
subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY


No. 1982034

I hereby certify that

GALAGAN LIMITED

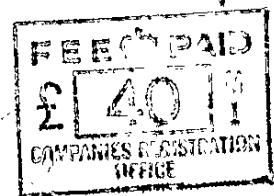
is this day incorporated under the Companies Act 1985 as a
private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 24TH JANUARY 1986


MRS. F. M. W. W. W.

an authorised officer

No.1,982,084 ✓ 16



THE COMPANIES ACT, 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
OF

GALAGAN LIMITED ✓

(Passed 28th February 1986) ✓

At an EXTRAORDINARY GENERAL MEETING of the above named
Company held on 28th February 1986 the following
Resolution was duly passed as a Special Resolution:

RESOLUTION

That the name of the Company be changed to
'Pergamon Journals Limited'.

OK *[Signature]*
H.A. STEPHENS

Chairman of Meeting



NW
£16 x 4

150832.

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1982084 / 7

I hereby certify that

GALAGAN LIMITED

having by special resolution changed its name, is now
incorporated under the name of

PERGAMON JOURNALS LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the

5TH MARCH 1986

E. Chadwick
MRS E. CHADWICK

an authorised officer

G

Please do not
write in this
binding margin



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

Delete if
inappropriate

THE COMPANIES ACTS 1948 TO 1976

Notice of consolidation, division, conversion, sub-division, redemption or cancellation of shares, or re-conversion of stock into shares

Pursuant to section 62 of the Companies Act 1948
as amended by the Companies Act 1976

Form No. 28

28

To the Registrar of Companies

For official use Company number

114

1,982,084

Name of company

PERGAMON JOURNALS

Limited*

Notice of consolidation, division, sub-division, or conversion into stock or shares, specifying the shares so consolidated, divided, sub-divided, or converted into stock, or of the re-conversion into shares of stock, specifying the stock so re-converted, or of the redemption of redeemable preference shares or of the cancellation of shares (otherwise than in connection with a reduction of share capital under section 66 of the Companies Act 1948).

The above-named company hereby gives you notice, in accordance with section 62 of the Companies Act 1948 that:

By Special Resolution passed on 24th March 1986
each of the existing ordinary shares of £1
each in the capital of the Company were
subdivided into 10 ordinary shares of 10p
each

†Delete as
appropriate

Signed

[Director] [Secretary]† Date 25.3.86.

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

Nicholson, Graham
+ Jones
19-21 Moorgate,
London,
EC2R 6AU
Ref:- ER

For official use

General section

Post room

Company Number 1,982,084

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

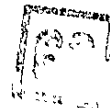
PERGAMON JOURNALS LIMITED

Passed 24th March 1986.

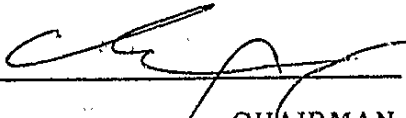
At an Extraordinary General Meeting of the above-named Company, duly convened and held on 24th March 1986, the resolution set out below was duly passed as a special resolution :-

THAT :-

- (a) each of the existing ordinary shares of the Company of £1 be sub-divided into 10 ordinary shares of 10p each
- (b) with a view to the acquisition of part of the undertaking of Pergamon Press Limited the share capital of the Company be increased to £1,000,002 by the creation of 9,999,020 ordinary shares of 10p each; and



- (c) that the Directors be and are hereby generally authorised and empowered for the purposes of Section 80 of the Companies Act 1985 to allot and dispose of or grant options over relevant securities (as defined in the said Section) to such persons, on such terms and in such manner as they may think fit, up to the nominal amount of £1,000,000 at any time during the period expiring 5 years from the date hereof and to make any offer or agreement which would or might require such securities to be allotted after that date and to implement the same.


CHAIRMAN

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 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

[1 1 3]

1,982,084

Name of company

* PERGAMON JOURNALS LIMITED* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 24th March 1986 the nominal capital of the company has been increased by £ 999,902 beyond the registered capital of £ 100.

A copy of the resolution authorising the increase is attached.†

‡ the copy must be
printed or in some
other form approved
by the registrar

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follow:

To rank pari passu with the existing
ordinary shares in the capital of
the company

Please tick here if
continued overleaf☐† delete as
appropriate

Signed

[Director][Secretary]† Date 25.3.86.Presentor's name address and
reference (if any):

Nicholson, Graham
+ Jones
19-21 Moorgate,
London,
EC2R 6AU
Ref:- ER

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General Section

Post room



Company Number: 1,982,084 117 2869

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

PERGAMON JOURNALS LIMITED

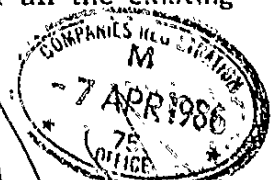
Passed 23rd March 1986

At an Extraordinary General Meeting of the above-named Company, duly convened and held on 23rd March 1986, the resolution set out below was duly passed as a special resolution :-

RESOLUTION

THAT :-

- (a) the Memorandum of Association of the Company be altered with respect to its objects by deleting the whole of clause 3 and substituting in lieu thereof clause 3 as set out in the print of the Memorandum of Association of the Company as to be revised produced to the meeting and for the purpose of identification only initialled by the Chairman thereof; and
- (b) the regulations contained in the printed document produced to this meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing regulations of the Company.



Chairman

1982084.

shl

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
of
PERGAMON JOURNALS LIMITED
Perag.

1. * The Company's name is "GALAGAN LIMITED".
 2. The Company's registered office is to be situated in England and Wales. ✓
 3. ** The Company's objects are:-
 - (A) To acquire, by purchase or otherwise, establish, print and publish scientific, legal, medical and other books, newspapers, periodicals, journals, magazines and other literary works and publications and the goodwill thereof.
 - (B) To carry on all or any of the trades or businesses of newspaper proprietors, printers and publishers, general publishers, booksellers, stationers, printers, lithographers, stereotypers, electrotypers, photographic printers, colour printers, photographic lithographers, chromolithographers, engravers, die sinkers, envelope manufacturers, bookbinders, account book manufacturers, machine rulers, commercial printers, designers, draughtsmen, paper and ink manufacturers and merchants, paper bag makers, box makers, cardboard manufacturers, dealers in parchment, dealers in works of art, dealers in stamps, translators, printers' engineers and dealers in or manufacturers of scientific instruments or apparatus or any other articles or things of a character similar or analogous to the foregoing, or any of them or capable of being used in connection therewith.
- * The Company's name was changed to "PERGAMON JOURNALS LIMITED on 5th March 1986.
- ** Clause 3 was substituted for the previous clause 3 by virtue of a Special Resolution passed on 23rd March 1986.

APR 1986

- (C) To carry out such operations and to manufacture or deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or part of the business, property or liabilities of any other person or company) as may seem to the Board of Directors directly or indirectly to advance the interests of the Company.
- (D) To carry on any other trade or business whatever which, in the opinion of the Board of Directors, can be advantageously carried on in connection with or ancillary to any of the above mentioned businesses or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
- (E) To enter into such commercial or other transactions in connection with any trade or business of the Company as may seem desirable to the Board of Directors for the purpose of the Company's affairs.
- (F) To apply for, purchase or otherwise acquire, protect, maintain and renew any patents, patent rights, trade marks, designs, licences and other intellectual property rights of all kinds or any secret or other information as to any invention and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired and to experiment with any such rights which the Company may propose to acquire.
- (G) To invest and deal with the moneys of the Company not immediately required in any manner and hold and deal with any investment so made.

- (H) To pay or to provide or to make such arrangements for providing such gratuities, pensions, benefits, share option and acquisition schemes, loans and other matters and to establish, support, subsidise and subscribe to any institutions, associations, clubs, schemes, funds or trusts (whether to or for the benefit of present or past directors or employees of the Company or its predecessors in business or of any company which is a subsidiary company of the Company or is allied to or associated with the Company or with any such subsidiary company or to or for or for the benefit of persons who are or were related to or connected with or dependants of any such directors or employees) as may seem to the Board of Directors directly or indirectly to advance the interests of the Company.
- (I) To draw, make, accept, indorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments.
- (J) To act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, co-operation, joint venture or otherwise) with other persons or companies as may seem to the Board of Directors to advance the interests of the Company and to vest any property of the Company in any person or company on behalf of the Company and with or without any declaration of trust in favour of the Company.
- (K) To apply for, promote and obtain any Act of Parliament, Charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem to the Board of Directors to be

expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.

- (L) To sell, lease, dispose of, grant rights over or otherwise deal with the undertaking, property or assets of the Company or any part thereof on such terms as the Board of Directors may decide, and to distribute any property or assets of the Company of whatever kind in specie among the members of the Company.
- (M) To pay for any rights or property acquired by the Company and to remunerate any person or company, whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part, or by any other method the Board of Directors think fit.
- (N) To establish or promote companies and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire, hold, dispose of and deal with, and guarantee the payment of interest, dividends and capital on, all or any of the shares, debentures, debenture stock or other securities or obligations of any company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue upon such terms as the Board of Directors may decide.
- (O) To co-ordinate, finance and manage all or any part of the operations of any company which is a subsidiary company of or otherwise under the control of the Company and generally to carry on the business of a holding company.
- (P) To carry on through any subsidiary or associated company any activities which the Company is authorised to carry on and to make any arrangements whatsoever with such company (including any arrangements for taking the profits or bearing the losses of any such activities) as the Board of Directors of the Company may think fit.

- (Q) To raise or borrow money in such manner as the Board of Directors may think fit and to receive deposits and to mortgage, charge, pledge or give liens or other security over the whole or any part of the Company's undertaking, property and assets (whether present or future), including its uncalled capital, for such purposes and in such circumstances and upon such terms and conditions as the Board of Directors may think fit.
- (R) To lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, and whether secured or unsecured, whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms and conditions as the Board of Directors may think fit.
- (S) To pay or agree to pay all or any of the promotion, formation and registration expenses of the Company.
- (T) To contribute to or support any public, general, political, charitable, benevolent or useful object, which it may seem to the Board of Directors to be in the interests of the Company or its members to contribute to or support.
- (U) To do all or any of the above things in any part of the world whether as principals or agents or trustees or otherwise and either alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise.
- (V) To do all such other things as may be considered by the Board of Directors to further the interests of the Company or to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that (a) the objects set forth in each subclause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and (b) the word "company"

in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (c) 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 Company's share capital is £100 divided into 100 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.

NAMES AND ADDRESSES OF SUBSCRIBERS

H. THOMAS
70/74 City Road,
London EC1Y 2DQ.

C. MILFORD-COTTAM,
70/74 City Road,
London EC1Y 2DQ.

Dated this 6th day of January, 1986.

Witness to the above Signatures:-

W.R. PAYNE,
70/74 City Road,
London EC1Y 2DQ.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
PERGAMON JOURNALS LIMITED

(as at 23rd March 1986)

TABLE A

1. Subject as otherwise provided in these Articles, the regulations in Table A prescribed under section 8 of the Companies Act 1985, as in force at the date of the incorporation of the Company (in these Articles referred to as "Table A"), shall apply to the Company.
2. The following provisions of Table A shall not apply to the Company - in regulation 24: the words "which is not fully paid"; in regulation 62(a): the words "not less than 48 hours"; in regulation 62(b): the words "not less than 24 hours"; in regulation 88: the last sentence; regulation 93; regulations 94 to 98 inclusive.

SHARES

3. Subject to the provisions of the Companies Act 1985 relating to authority, pre-emption rights and otherwise and of any resolution of the Company in general meeting passed pursuant thereto, all unissued shares for the time being in the capital of the Company shall be at the disposal of the directors and they may (subject as aforesaid) allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they think fit.

DIRECTORS

4. A director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a director by reason of his attaining the age of seventy or any other age.

ALTERNATE DIRECTORS

5.(1) At the end of regulation 67 of Table A, as applicable to the Company, there shall be added the following sentence -

"The appointment of an alternate director shall also determine automatically on the happening of any event which if he were a director would cause him to vacate his office as director".

(2) At the end of regulation 66 of Table A, as applicable to the Company, there shall be added the following sentence -

"A director or any other person may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the directors or any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present."

INTERESTS OF DIRECTORS

6. A director may vote at any meeting of the directors or of a committee of the directors on any resolution concerning a transaction or

arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company.

APPOINTMENT AND REMOVAL OF DIRECTORS

7.(1) The immediate holding company (if any) for the time being of the Company may appoint any person to be a director or remove any director from office. Every such appointment or removal shall be in writing and signed by or on behalf of the said holding company and shall take effect upon receipt at the registered office of the Company or by the secretary.

(2) While the Company is a subsidiary, the directors shall have power to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors, subject to any maximum for the time being in force, and any director so appointed shall (subject to regulation 81 of Table A) hold office until he is removed pursuant to Article 7(1).

(3) While the Company is a subsidiary, regulations 73 to 80 (inclusive) of Table A shall not apply to the Company and all references elsewhere in Table A to retirement by rotation shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

8.(1) A resolution which has been agreed upon by all the directors for the time being entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) that committee of the directors duly convened and held, and for this purpose -

- (a) a resolution to which an alternate director has agreed need not also be agreed to by his appointor; and

(b) a resolution to which a director who has appointed an alternate director has agreed need not also be agreed to by the alternate director in that capacity.

(2) Without prejudice to the first sentence of regulation 88 of Table A, a meeting of the directors or of a committee of the directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles and in Table A shall be construed accordingly.

G

COMPANIES FORM No. 224

Notice of accounting reference date
(to be delivered within 6 months of incorporation)

224

Pursuant to section 224 of the Companies Act 1985

Please do not write in this margin

To the Registrar of Companies

For official use

Company number

12

1982084

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

Name of company

* insert full name of company

PERGAMON JOURNALS LIMITED

gives notice that the date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

Important
The accounting reference date to be entered alongside should be completed as in the following examples:

Day Month

3 1 1 2

5 April
Day Month

0 5 0 4

30 June
Day Month

3 0 0 6

31 December
Day Month

3 1 1 2

† Delete as appropriate

Signed

Director/Secretary† Date 3-6-86

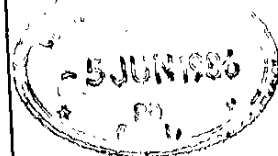
Presentor's name address and reference (if any):

XC/HAS/5MA

H A Stephens Esq
Headington Hill Hall
Oxford
OX3 0BW

For official Use
General Section

Post room



CERTIFIED A TRUE COPY OF THE ORIGINAL.

Nicholson, Graham & Jones
.....
NICHOLSON, GRAHAM & JONES
2nd September, 1986

1982084 / 22

DATED 24 March 1986

PERGAMON PRESS LIMITED

H.A. STEPHENS ESQ.

PERGAMON HOLDINGS LIMITED

-and-

PERGAMON JOURNALS LIMITED

AGREEMENT

for the acquisition of the Journals
Business of Pergamon Press Limited

CLASSI DATE
- 5SEP 1986
CRO

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Clause

1	Definitions
2	Agreement to Transfer
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6	Employees
7	Pension Scheme
8	Liability of Purchaser
9	Value Added Tax
10	Grant
11	Information and Benefit of Goodwill
12	Costs
13	Apportionment of Consideration
14	Notices
15	Entire Agreement
16	Governing Law

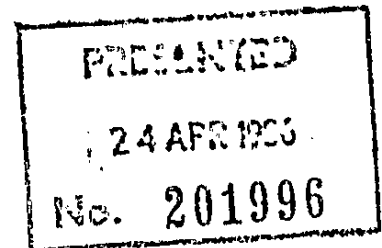
Schedule 1	Stock
Schedule 2	Subsidiary
Schedule 3	Contracts
Schedule 4	Premises

Exhibits	List of Employees
	Journals Schedule
	Publishing Agreements
	Editors Contracts

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JOURNALS BUSINESS TRANSFER AGREEMENT

THIS AGREEMENT is made on 24 March 1986



BETWEEN

- (1) PERGAMON PRESS LIMITED whose registered office is at Headington Hill Hall, Oxford, OX3 OBW ("Pergamon");
- (2) H.A. STEPHENS ESQ. of Cherry Tree Cottage, Ramsden, Oxon OX7 3AR (the "Liquidator");
- (3) PERGAMON HOLDINGS LIMITED whose registered office is at Headington Hill Hall, Oxford, OX3 OBW ("PH"); and
- (4) PERGAMON JOURNALS LIMITED whose registered office is at Headington Hill Hall, Oxford, OX3 OBW ("PJ")

WHEREAS:-

By a Special Resolution proposed at an Extraordinary General Meeting of Pergamon held on 24 March 1986 it was resolved that

- (i) Pergamon be wound up voluntarily and that the Liquidator be appointed liquidator for the purposes of winding up; and
- (ii) the Liquidator be authorised and instructed pursuant to section 582 of the Companies Act 1985 to execute and carry into effect (with such modifications (if any) as the Liquidator may approve) an agreement in the form of this Agreement.

IT IS AGREED as follows:-

DEFINITIONS

- 1.1 In this Agreement, except so far as the context otherwise

requires:-

"Journals Business"

means the business carried on at the date hereof by Pergamon of publishing and printing the Journals (including without limitation the sale of the Journals by way of subscription, the sale of back issues of the Journals whether singly or in volumes and the commercial exploitation of material contained in the Journals) and the business of the Subsidiary;

"Assets"

means the assets agreed to be transferred to PJ pursuant to this Agreement;

"Completion"

means the time of completion in accordance with Clause 4.1;

"Contracts"

means the contracts and engagements of Pergamon (other than the Publishing Agreements) described in Schedule 3;

"Copyright"

means the copyright belonging to Pergamon in (a) all or any part of the material contained in any of the Pergamon Journals published prior to the date hereof and (b) all or any part of any material which is at the date hereof proposed to be published in any Pergamon Journal;

"copyright"

includes any comparable rights in any jurisdiction and the right to sue for any infringement of copyright;

"Copyright Assignment"

means an assignment of the Copyright in the form agreed between the parties;

"Employees"

means the employees of Pergamon named in the list initialled on behalf of Pergamon and PJ for the purposes of identification;

"Freehold Transfer"

means a transfer of the Premises described in Part A of Schedule 4 in the form agreed between the parties;

"Goodwill"

means the goodwill of Pergamon in relation to the Journals Business together with the exclusive right, so far as Pergamon can grant the same, for PJ to represent itself as carrying on the Journals Business in succession to Pergamon and with all trade marks and names used exclusively in the Journals Business (which for the avoidance of doubt shall not include those marks and names which are the subject of the Trade Mark Licence);

"Journals"

means the journals (whether in the form of periodicals or volumes) listed in the Schedule initialled on behalf of Pergamon and PJ for the purposes of identification (the "Journals Schedule") and the journals listed in the bundle which has been provided to PJ and initialled on behalf of Pergamon and PJ for the purposes of identification (the "Old Journals");

"Journals Rights,
Titles and Benefits"

means the Copyright and the right to use the titles of the Pergamon Journals;

"Pergamon Journals"

means the journals listed in Part I of the Journals Schedule;

"Non-Pergamon Journals"	means the journals listed in Part II of the Journals Schedule;
"Premises"	means the freehold and leasehold premises of Pergamon described in Schedule 4 and any and every part thereof;
"Publishing Agreements"	means the agreements for the publication of the Non-Pergamon Journals which have been disclosed to PJ and which are referred to in the list initialled on behalf of Pergamon and PJ for identification;
"requisite consent"	means any consent of a landlord (or superior landlord) to an assignment to the Purchaser of any lease comprised in the Premises;
"Stock"	means the stock described in Schedule 1, together with the work in progress described in Schedule 1;
"Subsidiary"	means the subsidiary of Pergamon referred to in Schedule 2;
"the Trade Mark Licence"	means a licence to use trade marks of Pergamon in the form agreed between the parties.

1.2 Any references to a statutory provision shall be deemed to include that provision as the same may have been formerly enacted or amended or may hereafter be re-enacted, and any regulations made thereunder save that no amendment or re-enactment after the date hereof shall have the effect of increasing the liability of Pergamon or PH hereunder.

1.3 The headings shall not affect the construction of this Agreement.

AGREEMENT TO TRANSFER

2.1 Pergamon acting by the Liquidator shall transfer, and the Purchaser shall acquire, the Journals Business as a going concern free from all liens, charges and encumbrances, comprising the Assets specified below, namely:-

- (a) the Goodwill, the Journal Rights, Titles and Benefits, the benefit and burden of the Publishing Agreements and the benefit and burden of the Contracts (excluding the right to any moneys received by Pergamon under the Contracts before Completion);
- (b) the issued share capital of the Subsidiary with all rights attaching thereto (including any dividend or other distribution declared, made or paid on or after the date hereof);
- (c) the Premises (with the exception of the premises described in Parts C and D of Schedule 4 which shall be dealt with in accordance with Clauses 5.5.1 and 5.6 respectively); and
- (d) the Stock.

CONSIDERATION

3. The total consideration to be given by PJ under this Agreement shall comprise and be satisfied by the issue to Pergamon Holding Corporation of Fairview Park, Elmsford, New York, USA of 9,999,999 Ordinary Shares of 10p each in PJ and to Pergamon Holding Corporation and I R Maxwell one Ordinary Share of 10p in PJ credited as fully paid up and ranking pari passu in all respects with the fully paid Ordinary Shares of 10p each in PJ which are in issue at the date of this Agreement.

COMPLETION

4.1 The disposal and acquisition of the Assets shall, save as mentioned in Clause 5, be completed immediately after the signature of

this Agreement when the events detailed in the remainder of this Clause 4 shall take place.

4.2 Pergamon shall deliver or cause to be delivered to PJ (in the case of the items referred to in sub-paragraphs (iv) and (v) below, at such place or places as the items are held at Completion):-

- (i) the Copyright Assignment, the Trade Mark Licence and the Freehold Transfer;
- (ii) executed transfers into the name of PJ or its nominee of the shares in the Subsidiary, together with the relative share certificates;
- (iii) such other documents as PJ may reasonably require to complete the disposal and acquisition of the Assets together with all deeds and documents of title relating thereto;
- (iv) all lists of past and existing subscribers, lists of prospects, customers, books of account and records relating to the Journals Business (in whatever form they are held), but not those relating, or also relating, to the general affairs of Pergamon or to any assets or business of Pergamon not being sold to PJ (provided that, insofar as such excluded lists, books and records shall relate to the Journals Business and be reasonably required by PJ, PJ shall have the right to examine the same at all reasonable times upon reasonable notice and to make copies of and to take extracts from the same so far as they concern the Journals Business);
- (v) all the designs and drawings, plans, catalogues, leaflets, technical and sales publications, advertising material and other sales and promotional matter of Pergamon insofar as they solely concern the Journals Business together with

any plates, blocks, negatives and other like material relating thereto.

4.3 If Pergamon shall own any items as may be referred to in Clause 4.2(v) which concern both the Journals Business and another business owned by Pergamon then:-

4.3.1 To the extent that such items are of sales or other promotional stock details of which shall have been provided by Pergamon to PJ prior to the date hereof then PJ shall have the right upon request for delivery up of one-half of such stock.

4.3.2 In relation to all remaining items PJ shall upon reasonable notice being given to Pergamon have access to and, so far as Pergamon shall have the right to grant the same, right to use the said items.

4.4 Pergamon or its agents shall upon reasonable notice being given to PJ (a) have access to and the right to use for its own purposes all lists of past and existing subscribers and the list of prospects as are referred to in Clause 4.2(iv) above and (b) have the right of access to and to make copies of or take extracts from the books of account and other financial records of the Journals Business for all periods up to the date hereof.

4.5 PJ shall cause to be delivered to Messrs. Titmuss, Sainer & Webb, who are authorised to receive them on behalf of Pergamon Holding Corporation and I R Maxwell, share certificates comprising the shares in PJ due to them under Clause 3.

TITLE AND SUPPLEMENTARY PROVISIONS

5.1 The National Conditions of Sale (20th Edition) except Conditions 2, 3, 8(1)(ii), 8(3), 11(5), 15(2), 15(3) and 21 shall (subject to the provisions of this Agreement and the Schedules) apply to this Agreement as regards the Premises.

5.2 If any of the Premises cannot be transferred, assigned or underlet to PJ on Completion without the consent of a third party PH shall procure that Pergamon and PJ shall each use its best endeavours to obtain such consent as soon as possible following Completion and until such transfer or assignment Pergamon shall hold such Premises as trustee for PJ and PJ shall occupy such Premises and such occupation shall be in accordance with National Condition 8(1) (as amended).

5.3.1 PJ agrees to enter into such obligations and documents as the relevant reversioner of the Leasehold Premises or those in Parts C and D of Schedule 4 may reasonably require to give any requisite consent including the procuring of The British Printing & Communication Corporation plc as guarantors.

5.3.2 If any requisite consent has not been obtained within six months of Completion or such longer period as in any case PH and PJ may in writing agree, PJ may require Pergamon at its own expense to seek a declaration of the Court (if necessary on appeal) that the landlord is unreasonably withholding consent and PJ shall upon such a declaration being obtained accept an assignment of the lease or underlease as the case may be.

5.3.3 If no such declaration as is described in sub-clause 5.3.2 above is obtained within six months of application being made for such declaration or if no such application is made within seven months of Completion either PH or PJ may by written notice to the other determine the Agreement for sale and purchase of the lease in question and thereupon PH shall forthwith pay PJ an amount equal to the respective part of the consideration apportioned for the lease in question (being the consideration apportioned thereto pursuant to Clause 13 of this Agreement);

5.3.4 Pergamon and the Liquidator undertake that, as soon as practicable following receipt of the relevant requisite consent, there shall be delivered to PJ such documents relating to the leasehold Premises as are necessary to perfect PJ's title to such Premises.

5.4. The contractual completion date shall be the completion date referred to in Clause 4 of this Agreement save where any requisite consent is required whereupon the contractual completion date shall be the fifth working day after Messrs. Freshfields have been notified by Messrs. Nicholson, Graham & Jones that the requisite consent has been obtained or that the Court has made an order that the requisite consent has been unreasonably withheld.

5.5.1 As soon as practicable after Completion PH shall grant (and PJ shall take and execute and deliver a counterpart thereof) leases of the premises described in Part C of Schedule 4 upon the terms of the drafts which have been agreed between Messrs. Nicholson, Graham & Jones and Messrs. Freshfields.

5.5.2 The obligation set out in paragraph 5.5.1 is conditional upon the prior making of a Court order pursuant to section 38 of the Landlord and Tenant Act 1954 approving the agreement of PH and PJ to exclude the application of sections 24-28 of that Act and upon the requisite consent being granted.

5.6 PH shall procure that Pergamon shall either comply with the terms of the Undertaking dated 10 March 1986 to obtain an Underlease of the premises described in Part D of Schedule 4 upon the terms of the draft referred to in the Undertaking and if it does so will assign and PJ will take such Underlease as though it were one of the leasehold premises or shall procure the grant of an Underlease of the said premises direct to PJ (who shall take such Underlease) but in either case subject to requisite consent.

5.7 This Agreement is severable in respect of each of the Premises and if it shall determine (whether pursuant to the express provisions hereof or otherwise) in respect of any one or more of them:-

- (a) the licence for PJ and the Subsidiary to occupy such of the Premises contained in Clause 5.2 shall determine; and

(b) such determination shall be without prejudice to the Agreement insofar as it relates to the rest of the Premises.

5.8 Unless otherwise agreed between Pergamon and PJ, title to all Assets which are capable of transfer by delivery shall pass on delivery thereof and such delivery shall take place on Completion. All such items shall be at the risk of PJ as from the time at which title passes hereunder.

5.9 Insofar as the Assets comprise the benefit and burden of the Publishing Agreements and the Contracts which cannot effectively be assigned by Pergamon to PJ except by an agreement of novation or by consent to the assignment, then Pergamon and the Liquidator shall co-operate to do everything reasonably required by PJ to procure the said contracts to be novated or to obtain the consent as aforesaid.

5.10 Unless or until each of the Publishing Agreements and the Contracts shall have been novated or assigned, PJ shall on behalf of Pergamon (at PJ's expense) perform all the obligations of Pergamon thereunder and indemnify Pergamon and the Liquidator against all costs, proceedings, claims, demand and expenses which may be incurred by Pergamon or the Liquidator through any act, neglect, default or omission on the part of PJ to perform or comply with any such obligation of Pergamon PROVIDED THAT nothing herein shall make PJ liable for any act, neglect, default or omission in respect of the Publishing Agreements or the Contracts prior to Completion and Pergamon and PH shall jointly and severally indemnify PJ against any such liability.

5.11 Each of Pergamon and the Liquidator undertakes to pass to PJ all enquiries and orders concerning the Journals Business (including without limitation applications for subscription or purchase of any Journal) and to account to PJ for any moneys received by either of them following Completion in respect of the Journals Business, being moneys intended to be paid to the proprietor of the Journals Business.

5.12 Each of Pergamon and the Liquidator undertakes from time to time after the date of this Agreement to execute all documents, papers, forms and authorisations and do all such deeds, acts and things as PJ may reasonably require to vest the Assets in PJ or to make available to PJ the benefit of the Asssts.

EMPLOYEES

6.1 The parties acknowledge and agree that the transfer of the Journals Business (except the transfer of the shares in the Subsidiary) from Pergamon to PJ is a "relevant transfer" within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (the "Employment Regulations").

6.2 All amounts payable to or in relation to the Employees, including without limitation wages and salaries (other than any accrued holiday entitlement or holiday remuneration which PJ shall assume and discharge), shall be discharged by Pergamon in respect of the period to Completion and Pergamon and PH shall jointly and severally indemnify PJ against any costs, claims, liabilities and expenses arising out of or in connection with such amounts. All necessary apportionments shall be made to give effect to this clause.

6.3.1 Upon Completion PJ shall employ the Employees on terms no less favourable than the terms on which they are employed immediately prior to Completion by Pergamon, including the provision of pension and other benefits and shall at all times after Completion indemnify Pergamon and keep it indemnified against all liability, damage, costs, claims or expenses (whether in respect of wages in lieu of notice, redundancy payments, compensation for wrongful or unfair dismissal payable or becoming payable to any of the Employees or otherwise) arising out of or in connection with any actual, deemed or alleged termination of the employment of any of the Employees by Pergamon by virtue directly or indirectly of the entry into and implementation of this Agreement and the transfer of the Business.

6.3.2 The Purchaser confirms that it does not envisage taking "measures" in relation to the Employees within the meaning of Regulation 10 of the Employment Regulations.

6.4 Subject to the provisions of Clause 6.3 Pergamon and PH shall jointly and severally indemnify PJ against any costs, claims, liabilities and expenses to the extent that the same:-

- (i) relate to or arise out of any act or omission by Pergamon or any other event or occurrence prior to Completion and which PJ may incur or suffer as a result of or arising out of PJ succeeding Pergamon in relation to the contracts of employment of the Employees and any collective agreement in respect of the Employees or any of them pursuant to the Employment Regulations; and
- (ii) would not have fallen on PJ but for the operation of the Employment Regulations in relation to the sale and purchase of the Journals Business;

including, without limitation, any such matter relating to or arising out of:-

- (a) Pergamon's rights, powers, duties and/or liabilities at or before Completion under or in connection with any such contract of employment (which rights, powers, duties and/or liabilities are or will be transferred to PJ in accordance with the Employment Regulations); or
- (b) anything done before Completion by or in relation to Pergamon in respect of any contract of employment or any person employed in the Journals Business or part thereof or any such collective agreement, which action is deemed to have been done by or in relation to PJ in accordance with Regulation 5 or 6 of the Employment Regulations.

6.5 If any contract of employment of a person who is not one of the Employees has effect as if originally made between PJ and such person as a result of the provisions of Regulation 5 of the Employment Regulations:-

- (a) PJ shall, upon becoming aware of the application of Regulation 5 to any such contract, notify the Liquidator forthwith and may terminate such contract forthwith; and
- (b) if PJ does terminate such contract (and subject to PJ not having, other than by virtue of this Agreement or Completion, varied or amended its terms) Pergamon and PH shall jointly and severally indemnify the Purchaser against any costs, claims, liabilities and expenses of any nature arising out of or in connection with such termination and against any sums which PJ is liable to pay to or in relation to such person in respect of his employment following Completion.

PENSION SCHEME

7. As soon as is reasonably practicable after Completion the Purchaser will execute and Pergamon will use its best endeavours to procure that the trustees of the Pergamon Executive Pension Scheme will execute:-

- (a) a deed of adherence in the form of the draft agreed between the parties hereto for the purpose of adding PJ as a participating employer for the purposes of the said scheme; and
- (b) such further documents as the Commissioners of Inland Revenue may require as a condition of the continued approval of the said scheme under Chapter II of Part II of the Finance Act 1970.

LIABILITY OF PURCHASER

8.1 Except where expressly otherwise provided, nothing in this Agreement shall make PJ liable in respect of anything done or omitted to

be done prior to Completion in the course of or in connection with the Journals Business and Pergamon and PH shall jointly and severally indemnify PJ in respect of any liability which it may incur as a result of anything so done or omitted to be done.

8.2 For the avoidance of doubt, except where expressly otherwise provided, PJ shall have no liability to indemnify the Liquidator in respect of any matter or thing whatsoever, including without limitation the expenses of the Liquidator.

VALUE ADDED TAX

9.1 PJ shall (and Pergamon shall give PJ all reasonable assistance in connection therewith) before or forthwith after Completion notify H.M. Customs and Excise that it has acquired or agreed to acquire the Assets on a going concern basis for use in carrying on the Business to the intent that in accordance with the provisions of the Value Added Tax (Special Provisions) Order 1981 the Assets shall be transferred without charge to value added tax.

9.2 In the event that notwithstanding clause 9.1 above Pergamon shall be liable to value added tax in relation to the sale of the Assets then the consideration as specified in Clause 3 shall be deemed to be exclusive of any value added tax payable and so that such value added tax shall become payable by PJ to the Vendor forthwith.

9.3 Pergamon, the Liquidator and PJ will do all acts necessary and file all forms and returns relating to value added tax in connection with and subsequent upon the transfer of any of the assets agreed to be transferred hereunder.

9.4 The Purchaser shall during the period of not less than three years commencing with Completion:-

- (a) preserve the records relating to the Journals Business required to be preserved pursuant to section 33 of the Value Added Tax Act 1983; and

- (b) make the records and copies of the same available to Pergamon, the Liquidator or their agents and permit the taking of copies and extracts from the same as and when Pergamon or the Liquidator shall reasonably require.

GRANT

10. PJ hereby undertakes to Pergamon, the Liquidator and PH to take no action which to the knowledge of PJ may prejudice the claims made by Pergamon for regional development grant in relation to film or microfilm products and in particular shall continue to comply with all conditions on which such regional development grants were made including without prejudice to the generality of the foregoing retaining such film/microfilm at the premises of the Subsidiary at Ivybridge, Somerset, until 31 November 1989.

INFORMATION AND BENEFIT OF GOODWILL

11. Pergamon warrants that it has made available to PJ all information relating to the Journals Business and the Assets and each of Pergamon and the Liquidator undertakes to take all reasonable steps and will co-operate fully with the Purchaser to ensure that PJ obtains the full benefit of the Goodwill.

COSTS

12. Each of the parties shall bear and pay its own legal and accountancy fees and expenses incidental to the preparation and implementation of this Agreement.

APPORTIONMENT OF CONSIDERATION

13. The consideration given shall be apportioned as to £265,900,000 to the Journals Rights, Titles and Benefits and between the other Assets in the manner agreed between Pergamon and PJ.

NOTICES

14. Any notice pursuant to this Agreement shall be in writing signed by (or by some person duly authorised by) the person giving it and may be served by leaving it or sending it by telex, prepaid recorded

delivery or registered post to the address of the relevant party set out above. Any notice so served by telex or post shall be deemed to have been received:-

- (a) in the case of telex, twelve hours after time of despatch;
- (b) in the case of recorded delivery or registered post, forty eight hours from the date of posting.

ENTIRE AGREEMENT

15. This Agreement represents the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement.

GOVERNING LAW

16. This Agreement shall be governed by and construed in accordance with English law.

AS WITNESS this Agreement has been signed by or on behalf of the parties hereto the day and year first before written.

Schedule 1

Stock

The stock of copies of the Journals in the premises of Pergamon at Headington Hill Hall, Oxford and the warehouse at Wolverton, St. Georges Way, Buckinghamshire and the work in progress at Completion in relation to any of the Journals.

Schedule 2

The Subsidiary

A. WHEATON & COMPANY LIMITED (Company No. 87798)

Registered Office: Headington Hill Hall

Oxford OX3 0BW

Schedule 3

Contracts

1. The contracts in existence at Completion between Pergamon and subscribers to the Journals as recorded in the records (computer or otherwise) of Pergamon.
2. The contracts with editors details of which are set out in the schedule initialled on behalf of Pergamon and PJ for the purposes of identification.
3. All agreements or arrangements to pay fees or expenses to members of editorial boards of the Journals including without prejudice to the generality of the foregoing those relating to the provision of secretarial services, office facilities and travel expenses.
4. All obligations to provide prizes including cash and medals as offered through the medium of the Journals.

Schedule 4

Premises

Part A

FREEHOLD

<u>Postal Address</u>	<u>Title</u>	<u>Registered Proprietor</u>
Hennock Road Marsh Barton Exeter Devon EX2 8RP	Registered Title Absolute Title No. DN53367	Pergamon Press Limited

Part B

LEASEHOLD

<u>Postal Address</u>	<u>Date</u>	<u>Original Parties</u>	<u>Term</u>
Land and Buildings adjoining Trusham Road Alphington Exeter Devon	8.12.70	The Mayor Aldermen and Citizens of the City and County of Exeter (1) Pergamon Press Limited (2)	99 years from 25.3.69

Part C

Car Park at Trusham Road Alphington Exeter Devon	Stable Block Headington Hill Hall Oxford
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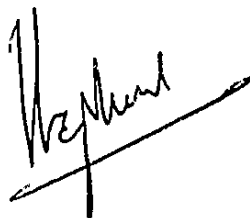
Part D

First Floor Offices
Birds Eye Walls Premises
Hennock Road
Exeter
Devon

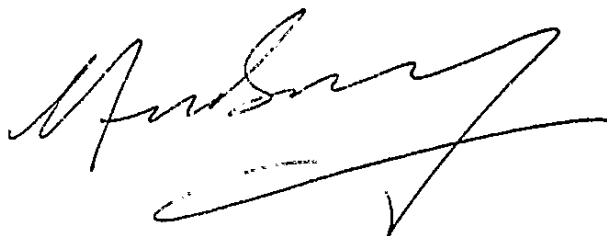
SIGNED by)
P. D. Mc Gough)
for and on behalf of)
PERGAMON PRESS LIMITED)



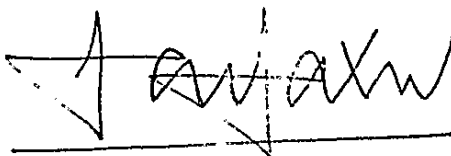
SIGNED by)
H.A. STEPHENS ESQ.)



SIGNED by Jean)
Baddley)
for and on behalf of)
PERGAMON HOLDINGS)
LIMITED)



SIGNED by Ian)
Maxwell)
for and on behalf of)
PERGAMON JOURNALS)
LIMITED)



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES



SPECIAL RESOLUTIONS

OF

PERGAMON JOURNALS LIMITED

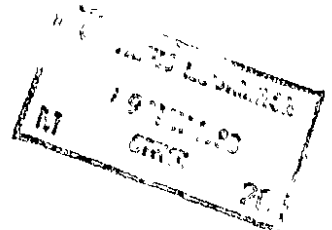
(Passed 12 May 1988)

At an Extraordinary General Meeting of the above-named Company duly convened and held on 12 May 1988, the resolution set out below was duly passed as a SPECIAL RESOLUTION:-

RESOLUTION

THAT pursuant to the provisions of Section 43, Companies Act 1985, the Company be re-registered as a public company with the name "Pergamon Press plc" and that:-

- (1) the name of the Company be changed accordingly; and
- (2) the memorandum of association of the Company be altered as follows:-
 - (a) by deleting the existing clause 1 and substituting therefor the following clauses to be numbered 1 and 2:-
 - "1. The Company's name is "Pergamon Press plc"
 2. The Company is to be a public company"; and
 - (b) by renumbering the existing clauses 2, 3, 4 and 5 as 3, 4, 5 and 6 respectively.



I R MAXWELL
Chairman of Meeting

NW
500765
E60
R2.

G

COMPANIES FORM No. 43(3)

**Application by a private
company for re-registration
as a public company**

43(3)

Please do not
write in
this margin

Pursuant to section 43(3) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

[] [] [] []

1982084

Name of company

* PERGAMON JOURNALS LIMITED

* insert existing full
name of company

applies to be re-registered as a public company by the name of Pergamon Press plc

§ insert full name of
company amended
to make it appropriate
for this company as
a public limited
company

and for that purpose delivers the following documents for registration:

- 1 Declaration made by a director or the secretary in accordance with section 43(3)(e) of the above Act (on Form No 43(3)(e))
- 2 Printed copy of memorandum and articles as altered in pursuance of the special resolution under section 43(1)(a) of the above Act.
- 3 Copy of auditors written statement in accordance with section 43(3)(b) of the above Act
- 4 Copy of relevant balance sheet and of auditors unqualified report on it

§ delete if section 44
of the Act does not
apply

~~5 Copy of any valuation report. §~~

5. Copy of Special Resolution that the Company's name be
changed

† delete as
appropriate

Signed

[Director][Secretary]† Date 16 May 1988

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

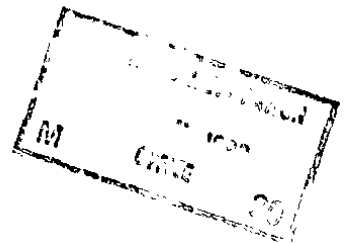
For official Use
General Section
COMPANIES REGISTRATION OFFICE
178
Post
COMPANIES REGISTRATION
ESO
112 MAY 1988
OFFICE
200
NW
ESO
500767

MEMORANDUM AND ARTICLES OF ASSOCIATION

PERGAMON PRESS plc

Registered Number: 1982084

Incorporated 24th January 1986



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
of
PERGAMON PRESS plc

1. The Company's name is "Pergamon Press plc"
2. The Company is to be a public company
3. The Company's registered office is to be situated in England and Wales.
4. The Company's objects are:-
 - (A) To acquire, by purchase or otherwise, establish, print and publish scientific, legal, medical and other books, newspapers, periodicals, journals, magazines and other literary works and publications and the goodwill thereof.
 - (B) To carry on all or any of the trades or businesses of newspaper proprietors, printers and publishers, general publishers, booksellers, stationers, printers, lithographers, stereotypers, electrotypers, photographic printers, colour printers, photographic lithographers, chromolithographers, engravers, die sinkers, envelope manufacturers, bookbinders, account book manufacturers, machine rulers, commercial printers, designers, draughtsmen, paper and ink manufacturers and merchants, paper bag makers, box makers, cardboard manufacturers, dealers in parchment, dealers in works of art, dealers in stamps, translators, printers' engineers and dealers in or manufacturers of scientific instruments or apparatus or any other articles or things of a character similar or analogous to the foregoing, or any of them or capable of being used in connection therewith.

The Company was originally registered as Galagan Limited. The name was changed to "Pergamon Journals Limited" with effect from 5th March 1986 pursuant to a special resolution passed on 28th February 1986.

On 12 May 1988 the Company resolved by special resolution to change its name to "Pergamon Press plc".

Clause 4 was substituted for the previous clause 4 by virtue of a Special Resolution passed on 23rd March 1986.

- (C) To carry out such operations and to manufacture or deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or part of the business, property or liabilities of any other person or company) as may seem to the Board of Directors directly or indirectly to advance the interests of the Company.
- (D) To carry on any other trade or business whatever which, in the opinion of the Board of Directors, can be advantageously carried on in connection with or ancillary to any of the above mentioned businesses or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
- (E) To enter into such commercial or other transactions in connection with any trade or business of the Company as may seem desirable to the Board of Directors for the purpose of the Company's affairs.
- (F) To apply for, purchase or otherwise acquire, protect, maintain and renew any patents, patent rights, trade marks, designs, licences and other intellectual property rights of all kinds or any secret or other information as to any invention and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired and to experiment with any such rights which the Company may propose to acquire.
- (G) To invest and deal with the moneys of the Company not immediately required in any manner and hold and deal with any investment so made.

- (H) To pay or to provide or to make such arrangements for providing such gratuities, pensions, benefits, share option and acquisition schemes, loans and other matters and to establish, support, subsidise and subscribe to any institutions, associations, clubs, schemes, funds or trusts (whether to or for the benefit of present or past directors or employees of the Company or its predecessors in business or of any company which is a subsidiary company of the Company or is allied to or associated with the Company or with any such subsidiary company or to or for the benefit of persons who are or were related to or connected with or dependants of any such directors or employees) as may seem to the Board of Directors directly or indirectly to advance the interests of the Company.
- (I) To draw, make accept, indorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments.
- (J) To act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, co-operation, joint venture or otherwise) with other persons or companies as may seem to the Board of Directors to advance the interests of the Company and to vest any property of the Company in any person or company on behalf of the Company and with or without any declaration of trust in favour of the Company.
- (K) To apply for, promote and obtain any Act of Parliament, Charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem to the Board of Directors to be expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.

- (L) To sell, lease, dispose of, grant rights over or otherwise deal with the undertaking, property or assets of the Company or any part thereof on such terms as the Board of Directors may decide, and to distribute any property or assets of the Company of whatever kind in specie among the members of the Company.
- (M) To pay for any rights or property acquired by the Company and to remunerate any person or company, whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part, or by any other method the Board of Directors think fit.
- (N) To establish or promote companies and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire, hold, dispose of and deal with, and guarantee the payment of interest, dividends and capital on, all or any of the shares, debentures, debenture stock or other securities or obligations of any company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue upon such terms as the Board of Directors may decide.
- (O) To co-ordinate, finance and manage all or any part of the operations of any company which is a subsidiary company of or otherwise under the control of the Company and generally to carry on the business of a holding company.
- (P) To carry on through any subsidiary or associated company any activities which the Company is authorised to carry on and to make any arrangements whatsoever with such company (including any arrangements for taking the profits or bearing the losses of any such activities) as the Board of Directors of the Company may think fit.

- (Q) To raise or borrow money in such manner as the Board of Directors may think fit and to receive deposits and to mortgage, charge, pledge or give liens or other security over the whole or any part of the Company's undertaking, property and assets (whether present or future), including its uncalled capital, for such purposes and in such circumstances and upon such terms and conditions as the Board of Directors may think fit.
- (R) To lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, and whether secured or unsecured, whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms and conditions as the Board of Directors may think fit.
- (S) To pay or agree to pay all or any of the promotion, formation and registration expenses of the Company.
- (T) To contribute to or support any public, general, political, charitable, benevolent or useful object, which it may seem to the Board of Directors to be in the interests of the Company or its members to contribute to or support.
- (U) To do all or any of the above things in any part of the world whether as principals or agents or trustees or otherwise and either alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise.
- (V) To do all such other things as may be considered by the Board of Directors to further the interests of the Company or to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that (a) the objects set forth in each subclause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and (b) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (c) 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.

5. The liability of the members is limited.
6. The Company's share capital is £1,000,002 divided into 10,000,020 shares of 10p 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.

The share capital of the Company was increased from £100 by Special Resolution passed on 24th March 1986.

NAMES AND ADDRESSES OF SUBSCRIBERS

H. THOMAS
70/74 City Road
London EC1Y 2DQ

G. MILFORD-COTTAM
70/74 City Road
London EC1Y 2DQ

Dated this 6th day of January 1986.

Witness to the above Signatures:-

W.R. PAYNE
70/74 City Road
London EC1Y 2DQ

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
PERGAMON PRESS plc

(as at 23rd March 1986)

TABLE A

1. Subject as otherwise provided in these Articles, the regulations in Table A prescribed under section 8 of the Companies Act 1985, as in force at the date of the incorporation of the Company (in these Articles referred to as "Table A"), shall apply to the Company.
2. The following provisions of Table A shall not apply to the Company -
in regulation 24: the words "which is not fully paid"; in regulation 62(a): the words "not less than 48 hours"; in regulation 62(b): the words "not less than 24 hours"; in regulation 88: the last sentence; regulation 93; regulations 94 to 98 inclusive.

SHARES

3. Subject to the provisions of the Companies Act 1985 relating to authority, pre-emption rights and otherwise and of any resolution of the Company in general meeting passed pursuant thereto, all unissued shares for the time being in the capital of the Company shall be at the disposal of the directors and they may (subject as aforesaid) allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they think fit.

DIRECTORS

4. A director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a director by reason of his attaining the age of seventy or any other age.

ALTERNATE DIRECTORS

5. (1) At the end of regulation 67 of Table A, as applicable to the Company, there shall be added the following sentence -

"The appointment of an alternate director shall also determine automatically on the happening of any event which if he were a director would cause him to vacate his office as director".

- (2) At the end of regulation 66 of Table A, as applicable to the Company, there shall be added the following sentence -

"A director or any other person may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the directors or any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present."

INTERESTS OF DIRECTORS

6. A director may vote at any meeting of the directors or of a committee of the directors on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company.

APPOINTMENT AND REMOVAL OF DIRECTORS

- 7.(1) The immediate holding company (if any) for the time being of the Company may appoint any person to be a director or remove any director from office. Every such appointment or removal shall be in writing and signed by or on behalf of the said holding company and shall take effect upon receipt at the registered office of the Company or by the secretary.
- (2) While the Company is a subsidiary, the directors shall have power to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors, subject to any maximum for the time being in force, and any director so appointed shall (subject to regulation 81 of Table A) hold office until he is removed pursuant to Article 7(1).
- (3) While the Company is a subsidiary, regulations 73 to 80 (inclusive) of Table A shall not apply to the Company and all references elsewhere in Table A to retirement by rotation shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

- 8.(1) A resolution which has been agreed upon by all the directors for the time being entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) that committee of the directors duly convened and held, and for this purpose -
- (a) a resolution to which an alternate director has agreed need not also be agreed to by his appointor; and
 - (b) a resolution to which a director who has appointed an alternate director has agreed need not also be agreed to by the alternate director in that capacity.
- (2) Without prejudice to the first sentence of regulation 88 of Table A, meeting of the directors or of a committee of the directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles and in Table A shall be construed accordingly.

PERGAMON JOURNALS LIMITEDREPORT OF THE DIRECTORSFOR THE YEAR ENDED 31 DECEMBER 1987

The Directors present the audited accounts for the year ended 31 December 1987.

Results

The trading results for the year ended 31 December 1987 are set out on page 5.

Principal Activity

The principal activity of the company is publishing scientific, technical and medical research, review and bibliographic journals.

Review of Business

The company continued to expand its range of titles by organic growth and acquisition.

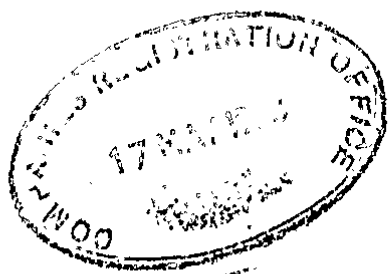
The principal acquisitions during the year were the purchase of one journal in the financial educational field.

On 31 December 1987 the company acquired at the book value, the books business, assets and liabilities of Pergamon Books Limited, the acquisition being made through Bofflet Limited, a fellow subsidiary, who acted as trustee and agent for the company.

Directors

The Directors of the company during the year were as follows:-

Robert Maxwell M.C.	
Prof A R Katritzky (USA)	
Dr I F Klimes	
K F H Maxwell	
I R C Maxwell	
R N Miranda (USA)	
G F Richards	
M A Sar	
M J Church	(Appointed 20 August 1987)
B Cox	(Appointed 20 August 1987)
J G Gilgunn-Jones	(Appointed 20 August 1987)
I F Liddiard	(Appointed 21 September 1987)
Dr E J J Maxwell	(Appointed 20 August 1987)

Trading with Related Companies

The trading relationships are outlined below:

- a) Pergamon Holdings Limited has agreed to provide certain warehousing, financial and computer services to Pergamon

Journals Limited in Oxford. Details of these arrangements are set out in a services agreement and two leases between Pergamon Journals Limited and Pergamon Holdings Limited and the services charges and rents payable by Pergamon Journals Limited in each year under these arrangements will amount, subject to review, to approximately £1,110,000. In addition Pergamon Holdings Limited incurred certain central service costs on behalf of Pergamon Journals Limited. These amounted to £950,000 in 1987 and have been recharged to Pergamon Journals Limited.

- b) Three Pergamon Group companies have entered into arrangements whereby, on behalf of Pergamon Journals Limited, they will collect journal subscriptions arising in a number of countries where the Pergamon Group has representative offices including Germany, Australia, Japan, India and China. The Pergamon Group received, in aggregate during 1987, £150,000 for the provision of these collection services.

Directors Interests in Shares

Except as disclosed below no directors or their families had any interest in the shares of the company or its holding company other than those directors whose interests are disclosed in the accounts of Maxwell Communication Corporation plc, an intermediate holding company.

Maxwell Communication Corporation plc

Ordinary Shares of 25p Each	1987 Number	1986 Number
M J Church	589	-

The interest of directors in share option schemes of Maxwell Communication Corporation plc as at 31 December 1987 was: -

Ordinary Shares of 25p Each

	Option Price	Date Exercisable	No of Shares
M J Church	258p per share	1991	1,434
	282p per share	1992	1,312
B Cox	258p per share	1991	1,434
J G Gilgunn-Jones	258p per share	1991	2,858
I F Liddiard	245p per share	1991	612

Directors Interests in contracts

None of the directors had a material interest in any contract of significance to which the company was a party during the year ended 31 December 1987.

Changes in Fixed Assets

The movements in fixed assets during the year are set out in note 12 to the accounts.

Charitable and Political Contributions

The amount donated for charitable and educational purposes totalled £30,392. There were no political donations.

Employee Involvement

The company's employees are kept informed of the progress of both the company and the group through the medium of regular progress briefings by their departmental heads and by the issue of regular information on group activities. In addition they are encouraged to help in the company's performance by being invited on occasions to participate in a "Save as You Earn" scheme to purchase shares in Maxwell Communication Corporation plc, the company's parent.

Disabled Persons

The company's policy is to recruit and continue to employ disabled workers for those vacancies that they are able to fill. All necessary assistance with initial training courses is given. Once employed, a career plan is developed so as to ensure suitable opportunities for each disabled person.

Dividends

The directors recommend the payment of a dividend of 211.5896 pence per share.

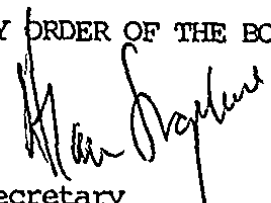
Close Company Provisions

The company is a close company within the meaning of the Income and Corporation Taxes Act 1970, as amended.

Auditors

A resolution to reappoint the auditors, Coopers & Lybrand, will be proposed at the Annual General Meeting.

BY ORDER OF THE BOARD


Secretary

OXFORD
25 April 1988

REPORT OF THE AUDITORS TO THE MEMBERS OF
PERGAMON JOURNALS LIMITED

We have audited the accounts on pages 5 to 16 in accordance with approved Auditing Standards.

In our opinion the accounts give a true and fair view of the state of affairs of the company at 31 December 1987 and of its profit and source and application of funds for the year then ended and comply with the Companies Act 1985.

LONDON

25 April 1988

Loynes & Bond

Chartered Accountants

PERGAMON JOURNALS LIMITEDPROFIT AND LOSS ACCOUNTFOR THE YEAR ENDED 31 DECEMBER 1987

	NOTE	1987 £000's	Period 24 January 1986 to 31 December 1986 £000's
Turnover	2	51,152	33,839
Cost of sales		(16,355)	(12,753)
Gross profit		34,797	21,086
Net operating expenses	3	(12,004)	(4,585)
Operating profit	4	22,793	16,501
Income from fixed asset investment		197	-
Interest receivable and similar income	7	452	-
Interest payable and similar charges	8	(227)	(100)
Profit before taxation		23,215	16,401
Tax on profit on ordinary activities	9	(3,000)	(400)
Profit for the financial year		20,215	16,001
Dividends proposed	10	(21,159)	(15,057)
Retained loss for the financial year		(944)	944
Statement of retained profits			
Retained profit, 1 January 1987		944	-
(Loss)/profit for the financial year		(944)	944
Retained profit at 31 December 1987		-	944

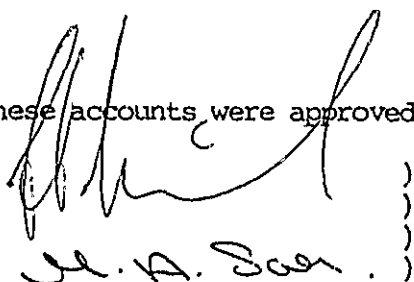
The notes on pages 8 to 16 form part of these accounts

Auditors' report - page 4

BALANCE SHEET AS AT 31 DECEMBER 1987

	NOTES	1987 £000's	1986 £000's
<u>FIXED ASSETS</u>			
Intangible Assets	11	267,709	267,660
Tangible fixed assets	12	1,494	963
Subsidiary Company	13	560	560
		<hr/>	<hr/>
		269,763	269,183
 <u>CURRENT ASSETS</u>			
Stocks	14	3,308	717
Debtors	15	23,287	4,719
Cash at bank and in hand		11,965	20,887
		<hr/>	<hr/>
		38,560	26,323
Creditors - amounts falling due within one year	16	(39,500)	(23,065)
		<hr/>	<hr/>
NET CURRENT ASSETS		(940)	3,258
		<hr/>	<hr/>
TOTAL ASSETS LESS CURRENT LIABILITIES		268,823	272,441
Accruals and deferred income	17	(35,620)	(38,294)
		<hr/>	<hr/>
		233,203	234,147
		<hr/>	<hr/>
<u>CAPITAL AND RESERVES</u>			
Called up share capital	18	1,000	1,000
Revaluation Reserve	19	232,203	232,203
Profit and loss account		-	944
		<hr/>	<hr/>
		233,203	234,147
		<hr/>	<hr/>

These accounts were approved by the board on 25 April 1988.



)
) Directors
)

The notes on pages 8 to 16 form part of these accounts

Auditors' report - page 4

PERGAMON JOURNALS LIMITED
STATEMENT OF SOURCE AND APPLICATION OF FUNDS
FOR THE YEAR ENDED 31 DECEMBER 1987

- (a) The net assets acquired from Pergamon Books Limited on 31 December 1987 were as follows:-

	£000's
Tangible fixed assets	272
Stock	2,495
Debtors	5,725
Cash at bank and in hand	14
Creditors	(8,416)
Bank loans and overdrafts	(90)
	<hr/>
	-
	<hr/>

NOTES TO THE ACCOUNTS - 31 DECEMBER 1987

1. Accounting Policies

These accounts have been prepared under the historical cost convention. A summary of the more important accounting policies is set out below:

a) Turnover

Turnover, which excludes value added tax, comprises:

- i) Journal subscription income which is accounted for proportionately as each journal issue is despatched.
- ii) Invoiced value of goods and services supplied.

Intergroup sales are included.

b) Foreign Exchange

- i) Subscriptions received in advance in foreign currencies are translated at the mid-month rate of exchange in the month of receipt, or, where covered by a matching forward contract, at the rate of exchange specified in the contract.
- ii) Foreign currency assets and liabilities, with the exception of subscriptions received in advance, are translated into sterling at the rates of exchange ruling at the balance sheet date.
- iii) Trading activities are translated into sterling at the rate of exchange ruling at the time of the transaction. Any resultant gain or loss on exchange is shown as part of the profit or loss from ordinary activities in the year.

c) Depreciation

Depreciation is provided on a straight line basis using the following annual rates in order to write off the cost of fixed assets over the expected useful lives of the assets concerned.

	%
Computer Equipment & Software	25
Office Machinery & Equipment,	
Fixtures & Fittings	20
Motor Vehicles	25

d) Taxation

The charge for taxation is based on the profit for the year as adjusted for disallowable items, and for timing differences to the extent that they are likely to result in an actual tax liability in the foreseeable future. Timing differences arise from the recognition for tax purposes of certain items of income and expenses in a different accounting period from that in which they are recognised in the accounts. The tax effect of other timing differences as reduced by the tax benefit of any accumulated losses is treated as a deferred tax liability.

PERGAMON JOURNALS LIMITEDNOTES TO THE ACCOUNTS - 31 DECEMBER 1987 (CONTINUED)

e) Publishing Rights, Titles and Benefits

The Publishing Rights, Titles and Benefits are carried forward and amortized over the period expected to benefit therefrom. Where, in the opinion of the directors, these assets have an infinite life, no amortization charge is made.

f) Investment in Subsidiaries

Investments in subsidiaries are stated at cost (less provisions). Group accounts have not been prepared as the company is a wholly owned subsidiary of Maxwell Communication Corporation plc, a company incorporated in Great Britain.

g) Stock and Work in Progress

Work in progress is valued at the lower of cost and net realisable value. Stocks of back issues of journals are not valued. Stocks of books are stated at the lower of cost and net realisable value of those books of each title which are expected to be sold after the balance sheet date. Cost includes direct materials, printers' charges, and editorial and production overheads.

h) Journal Subscriptions

Journal subscriptions received in advance of the journals being despatched are carried forward in accruals and deferred income.

i) Pension Scheme Arrangements

The pension liabilities of the company are externally funded. Payments made to the funds and charged annually in these accounts comprise current service contributions which are estimates based on actuarial advice. The funds are actuarially valued every three years.

2. Turnover

	1987 £000's	Period 24 January 1986 to 31 December 1986 £000's
The geographical analysis of turnover is as follows:-		
United Kingdom	3,219	2,263
Continental Europe	15,001	9,442
Africa	1,312	986
Asia & Australasia	13,257	8,545
USA, Canada & South America	18,363	12,603
	<hr/>	<hr/>
	51,152	33,839
	<hr/>	<hr/>

NOTES TO THE ACCOUNTS - 31 DECEMBER 1987 (CONTINUED)

3. <u>Net Operating Expenses</u>		Period 24 January 1986 to 31 December 1986
Net operating expenses are made up as follows:-	1987 £000's	£000's
Distribution Costs	2,154	812
Administrative Expenses	6,108	2,796
Maxwell Communication Corporation plc		
Finance and Service Charge	3,750	1,050
	<hr/>	<hr/>
	12,012	4,658
Less Other Operating Income	8	73
	<hr/>	<hr/>
	12,004	4,585
	<hr/>	<hr/>
4. <u>Operating Profit</u>		Period 24 January 1986 to 31 December 1986
The operating profit is stated after charging:-	1987 £000's	£000's
Auditors' remuneration	30	30
Depreciation of tangible fixed assets	69	14
Amortization of Publishing rights, titles and benefits	-	-
Directors' emoluments (see note 5) including pension contributions	181	77
5. <u>Directors' Emoluments</u>		Period 24 January 1986 to 31 December 1986
	1987 £000's	£000's
Emoluments of directors (including pension contributions):		-
As directors	-	-
For management services	181	77
	<hr/>	<hr/>
Directors' emoluments, excluding pension contributions, are as follows:-	£000's	£000's
Emoluments of the Chairman	Nil	Nil
Emoluments of the highest paid director	60	40
Number of directors (excluding those above) whose emoluments were within the ranges:	Number	Number
£NIL - £5,000	5	7
£5,001 - £10,000	2	-
£10,001 - £15,000	2	-
£15,001 - £20,000	1	1
£20,001 - £25,000	1	-

Certain of the directors are remunerated by other group companies for their services to the group as a whole. No emoluments have been included in these accounts as a charge against the company's profit in respect of these directors.

PERGAMON JOURNALS LIMITEDNOTES TO THE ACCOUNTS - 31 DECEMBER 1987 (CONTINUED)6. Employee Information

(a) The average number of persons employed by the company including directors during the year is analysed below:		
	1987	Period 24 January 1986 to 31 December 1986
Publishing	249	233
<hr/>		
(b) Employment costs - all employees including directors		
	1987 £000's	Period 24 January 1986 to 31 December 1986 £000's
Aggregate gross wages and salaries paid to the company's employees	2,351	1,294
Employer's national insurance contributions	199	125
Employer's pension contributions	2	14
<hr/>		
Total direct costs of employment	2,552	1,433
<hr/>		

- (c) Pension Schemes - Certain staff are members of The Maxwell Communication Corporation plc Contracting-Out Pensions and Life Assurance Scheme and the Maxwell Communication Corporation plc Staff Pension and Life Insurance Plan which are constituted under separate independent trusts and the assets comprise various forms of Stock Exchange securities and other appropriate investments. The Schemes were revalued at 5 April 1985 by independent actuaries, who reported both Schemes to be in substantial surplus. Subsequently the Trustees of both Schemes agreed to significant improvements to individual member benefits and also declared a pension holiday for company contributions for the years ended 5 April 1987 and 5 April 1988. As a result of this pension holiday, the charge for pension contributions in the 1987 accounts has been reduced by £223,345. (1986 £2,000).

7. Interest Receivable and Similar Income

	1987 £000's	Period 24 January 1986 to 31 December 1986 £000's
Bank Interest	452	-
<hr/>		

NOTES TO THE ACCOUNTS - 31 DECEMBER 1987 (CONTINUED)8. Interest Payable and Similar Charges

1987 £000's	Period 24 January 1986 to 31 December 1986 £000's
----------------	---

Bank Interest	227	100
---------------	-----	-----

9. Tax on Profit on Ordinary Activities

1987 £000's	Period 24 January 1986 to 31 December 1986 £000's
----------------	---

Charge based on the results for the year as follows:-

Group relief payments	3,000	400
-----------------------	-------	-----

The taxable profit will be eliminated by taxation losses surrendered by fellow subsidiaries, for a reduced charge, by way of group relief.

10. Dividend Proposed

1987 £000's	1986 £000's
----------------	----------------

Ordinary shares - 211.5896 pence per share (1986 150.5697)	21,159	15,057
--	--------	--------

No ACT is payable due to the existence of a group election for dividend payment.

11. Intangible Fixed Assets

These relate to the Publishing Rights, Titles and Benefits in scientific, technical and educational research, review and bibliographical journals.

The movements during the year are set out below:

1987 £000's	1986 £000's
----------------	----------------

Balance at 1 January 1987	267,660	-
Valuation attributed on the acquisition of the journal publishing business by Maxwell Communication Corporation plc at April 1986	-	267,660
Acquisition of journals during the year	49	-
Balance at 31 December 1987	267,709	267,660

NOTES TO THE ACCOUNTS -- 31 DECEMBER 1987 (CONTINUED)

12. Tangible Fixed Assets

	Freehold Land and Buildings £000's	Plant And Machinery £000's	Computer Equipment & Motor Vehicles £000's	Fixtures And Fittings £000's	Total £000's
Cost or valuation					
As at 1 January 1987	875	-	7	222	1,104
Additions	-	-	149	182	331
Transfer from group companies	-	41	187	130	358
Disposals	-	-	(20)	-	(20)
At 31 December 1987	875	41	323	534	1,773
<u>Depreciation</u>					
At 1 January 1987	140	-	-	1	141
Provisions on transfers from group companies	-	7	61	19	87
Charge for year	17	-	39	12	68
Depreciation on disposals	-	-	(17)	-	(17)
At 31 December 1987	157	7	83	32	279
Net book value at 31 December 1987	718	34	240	502	1,494
Net book value at 31 December 1986	735	-	7	221	963
<u>Capital Commitment</u>			1987 £000's	1986 £000's	
Authorised but not contracted			38	750	

NOTES TO THE ACCOUNTS - 31 DECEMBER 1987 (CONTINUED)

13. Subsidiary Companies

	1987 £000's	1986 £000's
The investment in subsidiary is made up as follows:		
Shares at cost	560	560
	<hr/>	<hr/>

Details of the investment in subsidiary are set out below:

<u>Name of Company and Country of Incorporation</u>	<u>Main Activity</u>	<u>Description of Shares</u>		
		<u>Class</u>	<u>Value</u>	<u>Holding %</u>
A Wheaton & Co Ltd (Great Britain)	Printers & Publishers	Ordinary	£1	100
		3.5% Cum		
		Preference	£1	100

14. Stocks

	1987 £000's	1986 £000's
Finished goods	2,119	-
Work in progress	1,189	717
	<hr/>	<hr/>
	3,308	717
	<hr/>	<hr/>

15. Debtors

	1987 £000's	1986 £000's
Amounts falling due within one year		
Trade debtors	2,154	1,343
Amounts due from related companies	444	47
Other debtors	1,564	327
Prepayments and accrued income	66	61
	<hr/>	<hr/>
	4,228	1,778
Amounts falling due after more than one year		
Amounts due from Maxwell Communication Corporation plc group companies	19,059	2,941
	<hr/>	<hr/>
	23,287	4,719
	<hr/>	<hr/>

NOTES TO THE ACCOUNTS - 31 DECEMBER 1987 (CONTINUED)

<u>16. Creditors</u>	1987 £000's	1986 £000's
Amounts falling due within one year		
Bank Overdraft	90	-
Trade creditors	2,585	2,192
Amounts due to MCC group companies	8,759	2,790
Amounts due to Pergamon Holdings Limited group companies	2,981	2,626
Other creditors	926	-
Dividend payable	21,159	15,057
UK Corporation tax	3,000	400
	<hr/>	<hr/>
	39,500	23,065
	<hr/>	<hr/>

<u>17. Accruals and Deferred Income</u>	1987 £000's	1986 £000's
Journal and other subscriptions received in advance of publication being despatched:-		
Within one year	33,464	35,810
More than one year	2,156	2,484
	<hr/>	<hr/>
	35,620	38,294
	<hr/>	<hr/>

<u>18. Called Up Share Capital</u>	1987 £000's	1986 £000's
Authorised, issued and fully paid 10,000,020 ordinary shares of 10p	1,000	1,000
	<hr/>	<hr/>

19. Revaluation Reserve

This arose as a result of the revaluation of the journals Publishing Rights, Titles and Benefits when the business was acquired by Maxwell Communication Corporation plc in April 1986.

20. Provision for Liabilities and Charges

No provision has been made for deferred tax. The full potential liability is set out below:

	Provision Made 1987 £000's	Provision Made 1986 £000's	Full Potential Liability 1987 £000's	Full Potential Liability 1986 £000's
Arising on accelerated capital allowances	-	-	61	23
	<hr/>	<hr/>	<hr/>	<hr/>

21. Ultimate Holding Company

The company's holding company is Maxwell Communication Corporation plc, an intermediate holding company, whose ultimate holding company is Maxwell Foundation, a company incorporated in Liechtenstein.

Registrar of Companies
Crown Way
Maindy
Cardiff 3U2

PC M12
out telegraph

29 April 1988

Dear Sir

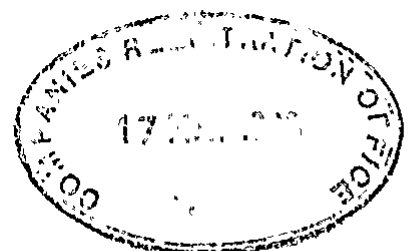
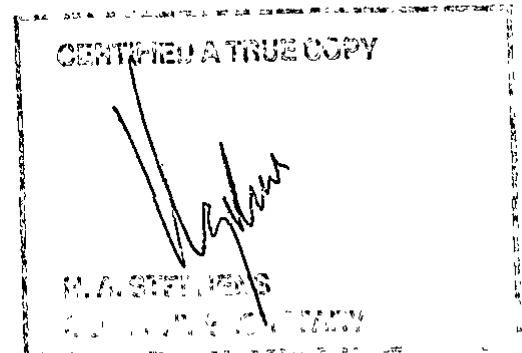
REPORT UNDER S.43(3)(B) COMPANIES ACT 1985

We have audited the financial statements of Pergamon Journals Limited for the year ended 31 December 1987 in accordance with approved Auditing Standards and have expressed an unqualified opinion therein.

In our opinion the balance sheet as at 31 December 1987 shows that at that date the amount of the company's net assets represented the aggregate of its called-up share capital and undistributable reserves.

Yours truly

Coopers & Lybrand





COMPANIES FORM No. 43(3)(e)

**Declaration of compliance
with requirements by a
private company on application
for re-registration as a public
company**

43(3)(e)

Please do not
write in this margin

Pursuant to section 43(3)(e) 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

1 1 1 1

1982084

Name of company

* PERGAMON JOURNALS LIMITED

* Insert full name
of company

I, HENRY ALAN STEPHENS
of WOODEND GRANGE, STEANE
BRACKLEY, NORTHANTS,
NN13 5NS

† delete as
appropriate

§ insert date

[the secretary] ~~and director~~† of the company, do solemnly and sincerely declare that:

- 1 the company, on 12th MAY 1988 §, passed a special resolution
that the company should be re-registered as a public company;
2 the conditions of sections 44 and 45 of the above Act (so far as applicable) have been satisfied;
3 between the balance sheet date and the application for re-registration, there has been no change in
the company's financial position that has resulted in the amount of its net assets becoming less than
the aggregate of its called-up share capital and undistributable reserves.

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 Reading on this day.

Declarant to sign below

Reading. Oxford

the 16th day of May

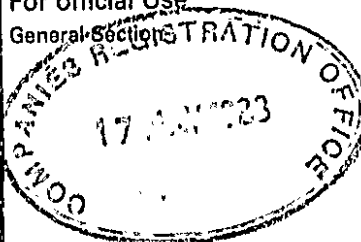
One thousand nine hundred and eighty-eight

before me

A Commissioner for Oaths or 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):

For official Use
General Section 5



Post room

FILE COPY



CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME
AND RE-REGISTRATION OF A PRIVATE COMPANY
AS A PUBLIC COMPANY

No. 1982084

I hereby certify that

PERGAMON JOURNALS LIMITED.

formerly registered as a private company having changed
its name and having this day been re-registered under
the Companies Act 1985 as a public limited company is
now incorporated under the name of

PERGAMON PRESS plc

and that the company is limited.

Given under my hand at Cardiff the 19TH MAY 1988

A handwritten signature in dark ink, appearing to read 'T.G. Thomas', written over a horizontal line.

T.G. THOMAS

An Authorised Officer

G

COMPANIES FORM No.225(1)

Notice of new accounting reference date given during the course of an accounting reference period**225(1)**

Pursuant to section 225(1) of the Companies Act 1985

To the Registrar of Companies

For official use

Company Number

--	--	--

1982084

Name of Company

Pergamon Press plc

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

Day Month

31/03

The current 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

31/03/1989

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a ~~[subsidiary]~~~~[holding company]~~ of
Maxwell Communication Corporation plc
company number 298463
the accounting reference date of which is 31/03

Signed

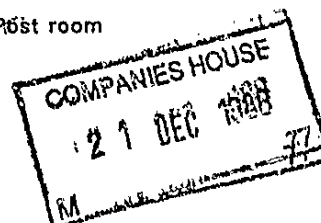
[Director][Secretary] Date 13.12.88

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

XC/HAS/LAH
Mr H A Stephens
Headington Hill Hall
OXFORD
OX3 0BW

For official Use
General Section

Post room



No 1982084

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF


PERGAMON PRESS plc

(Passed 6th April 1989)

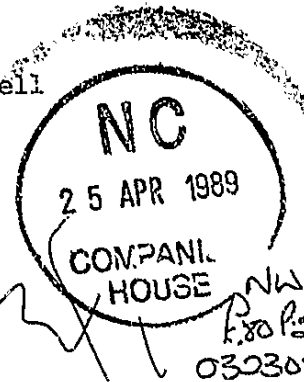
At an EXTRAORDINARY GENERAL MEETING of the above named Company held on 6th April 1989 the following Resolution was duly passed as a Special Resolution:

RESOLUTION

That the name of the Company be changed to "Maxwell Pergamon Macmillan plc".


ROBERT MAXWELL

Chairman of Meeting



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1982084

I hereby certify that

PERGAMON PRESS PLC

having by special resolution changed its name,
is now incorporated under the name of

MAXWELL PERGAMON MACMILLAN PLC

Given under my hand at the Companies Registration Office,
Cardiff the 28 APRIL 1989

A. M. Evans.
A. M. EVANS

an authorised officer

No 1982084

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

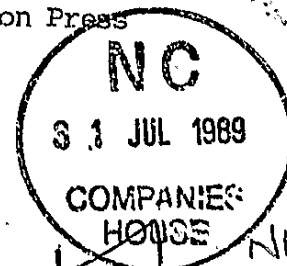
MAXWELL PERGAMON MACMILLAN plc

(Passed 28th July 1989)

At an EXTRAORDINARY GENERAL MEETING of the above named Company held on
28th July 1989 the following Resolution was duly passed as a Special
Resolution:

RESOLUTION

That the name of the Company be changed to "Pergamon Press
plc".



[Signature]
ROBERT MAXWELL

Chairman of Meeting



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1982084

I hereby certify that

MAXWELL PERGAMON MACMILLAN PLC

having by special resolution changed its name,

is now incorporated under the name of

PERGAMON PRESS plc

Given under my hand at the Companies Registration Office,

Cardiff the 31 JULY 1989


P. BEVAN

an authorised officer

G**225(1)****Notice of new accounting reference date given during the course of an accounting reference period**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

1. To the Registrar of Companies
(Address overleaf - Note 6)

Company number

1982084

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

Name of company

* PERGANON PRESS PLC

* insert full name of company

Note

Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 to 5 overleaf before completing this form.

2. gives notice that the company's new accounting reference date on which the current 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

Day Month

3 1 1 2

3. The current 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 1 1 2 1 9 9 1

† delete as appropriate

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][parent]† undertaking of

_____, company number _____

the accounting reference date of which is _____

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on _____

and it is still in force.

6. Signed *Philip Ben* Designation: DIRECTOR

Date 22/5/91

† insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

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

LINKLATERS & PAINES
BARRINGTON HOUSE
59-67 GRESHAM ST.
LONDON EC2V 7JA
01-606 7080

For official use
D.E.B.

Post room

COMPANIES HOUSE, CARDIFF
LONDON CARDIFF

28 MAY 1991 29 MAY 1991

L

106

G

COMPANIES FORM No. 123

Notice of increase in nominal capital

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

--	--	--	--

1982084

Name of company

* Pergamon Press plc

* Insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 13 February 1992 the nominal capital of the company has been increased by £ 8,999,998 beyond the registered capital of £ 1,000,002.

§ the copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached. §

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follow:

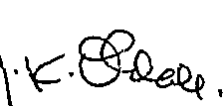
to form a single class of ordinary shares (of £1 each)
with the existing ordinary shares (of £1 each)

Please tick here if
continued overleaf

--

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed



Designation ‡

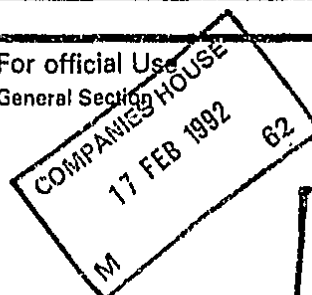
Secretary

Date 13.2.92

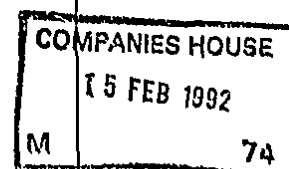
Presenter's name address and
reference (if any): Ref. 125

ROWE & MAW,
20, BLACK FRIARS LANE,
LONDON EC4V 6HD

For official Use
General Section



Post room



**Notice of consolidation, division,
sub-division, redemption or
cancellation of shares, or conversion,
re-conversion of stock into shares**

Please do not
write in
this margin

Pursuant to section 122 of the Companies Act 1985

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

**To the Registrar of Companies
(Address overleaf)**

For official use

Company number

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1982084

Name of company

* Pergamon Press plc

* Insert full name
of company

gives notice that:

by resolution dated 13 February 1992, all of the 10,000,020 ordinary shares of 10p each in the authorized and issued share capital of the Company were consolidated into 1,000,002 ordinary shares of £1 each.

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

ned K. Lee

Designation:

Secretary

Date 13.2.92

Presentor's name address and
reference (if any): ref: 125

**BOWE & MAW,
20, BLACK FRIARS LANE,
LONDON E.C. 4**

For official Use
General Section

COMPANIES HOUSE
17 FEB 1992

Post room

COMPANIES HOUSE
15 FEB 1992

76

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTIONS

of

PERGAMON PRESS PLC

Passed on 13 February 1992

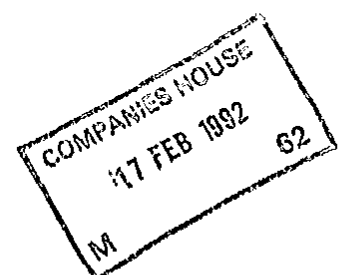
At an extraordinary general meeting of the Company duly convened and held at Headington Hill Hall, Oxford on 13 February 1992 the following resolutions were duly passed as ordinary resolutions:

ORDINARY RESOLUTIONS

1. THAT the 10,000,020 ordinary 10p shares in the authorised and issued capital of the Company be consolidated into 1,000,002 ordinary shares of £1.00 each.
2. THAT the authorised share capital of the Company be increased from £1,000,002 to £10,000,000 by the creation of a further 8,999,998 ordinary shares of £1 each to form a single class with the existing ordinary shares of the Company.
3. i) THAT the directors be and they are hereby generally and unconditionally authorised for the purpose of Section 80 of the Companies Act 1985 to allot relevant securities (as defined in that Act) up to a maximum amount of £8,999,998 (subject to this figure not exceeding the amount of the authorised share capital of the Company remaining unissued at the relevant time), to such persons at such times and upon such conditions as the directors may determine (subject to the Articles of Association of the Company) during the period expiring at the end of five years from the date of the passing of this Resolution, and

- ii) the Company may at any time prior to the expiration of such authority make an offer or agreement which would or might require relevant securities to be allotted pursuant thereto after the expiration of such authority.


.....
Secretary



Company No. 1982084

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

PERGAMON PRESS PLC

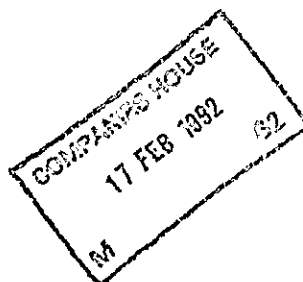
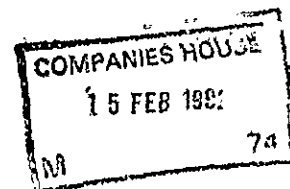
Passed on 13 February 1992

At an extraordinary general meeting of the members of the Company duly convened and held at Headington Hill Hall, Oxford on 13 February 1992 the following resolution was duly passed as a special resolution:

SPECIAL RESOLUTION

THAT the Company be re-registered as a private limited company with effect from 16th March 1992 and the name be amended accordingly.


.....
Secretary



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

PERGAMON PRESS PLC

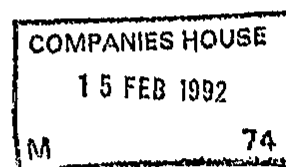
Passed on 13 February 1992

At an extraordinary general meeting of the Company duly convened and held at Headington Hill Hall, Oxford on 13 February 1992 the following resolutions were duly passed as special resolutions:

SPECIAL RESOLUTIONS

1. THAT upon re-registration the memorandum of association of the Company be and is hereby amended by the deletion of existing clause 2, and the renumbering of subsequent clauses accordingly and by the substitution of the clause renumbered 3 by the new clause 3 as set out in the re-printed memorandum tabled at the meeting and signed for identification.
2. THAT the regulations as set out in the re-printed articles of association tabled at the meeting and signed for identification be and are hereby adopted as the articles of association of the Company in substitution for and to the exclusion of its existing articles of association.

..... 
Secretary



**Application by a public company
for re-registration as a private
company**

Please do not
write in
this margin

Pursuant to section 53 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

--	--	--	--

1982084

Name of company

* insert existing full
name of company

* Pergamon Press plc

§ insert full name of
company amended to
make it appropriate
for this company
as a private limited
company

applies to be re-registered as a private company by the name of§

PERGAMON PRESS LIMITED

o delete if previously
presented for
registration

and, for that purpose, delivers the following document(s) for registration:

[1 Copy of the special resolution that the company be re-registered as a private company.]o

2 Printed copy of the memorandum and articles of association as altered by the special resolution that
the company be re-registered

† delete as
appropriate

Signed

K. Dale

[Director][Secretary]† Date 13.2.92

Presenter's name address and
reference (if any): 8/125

ROWE & MAW.
20, BLACK FRIARS LANE,
LONDON EC4V 6HD

For official Use General Section COMPANIES HOUSE 17 FEB 1992 F50/rbse 018822	Post room COMPANIES HOUSE 15 FEB 1992 M 74
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THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES


.....
Secretary

MEMORANDUM OF ASSOCIATION

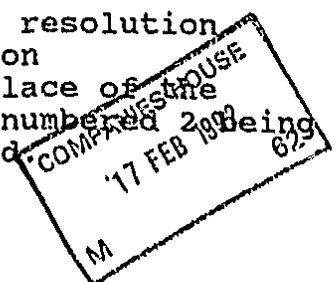
of

PERGAMON PRESS LIMITED

1. The name of the Company is "PERGAMON PRESS LIMITED"
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:- **
 - 3.1 (a) To carry on business as authors, designers, editors, proprietors, printers, publishers, agents, distributors and circulators of books, periodicals, journals, magazines, newspapers, manuals, part works or any other form of graphic, artistic or written material and to buy, sell, deal in or in any way exploit the same or any right, title or interest therein; to create, own, manage, use, operate or otherwise exploit systems, media and installations for creating, storing, retrieving, disseminating, processing, reproducing or in any manner using data in electronic or electrical form or by electronic or electrical or other means; to make, commission, edit, produce, direct, distribute or publish films, videos, records or programmes in or for reproduction in any visual or audible form; and to carry on business as proprietors, operators, managers, licensees or franchisees of recording and film studios and equipment, cable or telephone distribution channels, broadcasting installations, cinemas, halls, libraries, galleries, laboratories, colleges or other establishments or facilities

* First registered as GALAGAN LIMITED on 24 January 1986, the name of the Company was changed to PERGAMON JOURNALS LIMITED on 5 March 1986. The Company was re-registered as a public company on 19 May 1988 under the name PERGAMON PRESS PLC, changed to MAXWELL PERGAMON MACMILLAN PLC on 28 April 1989 and back to PERGAMON PRESS PLC on 31 July 1989 and was re-registered as a private company under the name PERGAMON PRESS LIMITED on 16 March 1992.

** Clause 3 is printed as amended by special resolution dated 13 February 1992, to have effect upon re-registration as a private company in place of the clause previously numbered 4, the clause numbered 2 being deleted and subsequent clauses re-numbered.



- (b) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in sub-clause (a) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights
- (c) to acquire by purchase, exchange, subscription or otherwise and to hold the whole or any part of the securities and interests of and in any companies for the time being engaged, concerned or interested in any industry, trade or business and to promote the beneficial co-operation of any such companies as well with one another as with the Company and to exercise in respect of such investments and holdings all the rights, powers and privileges of ownership including the right to vote thereon.
- 3.2 To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue, place, underwrite or guarantee the subscription of, subscribe for, acquire, hold or sell any shares, stocks, bonds, options, debentures, debenture stock or other capital or securities or obligations of any companies, syndicates or other bodies of all kinds, and to pay or provide for brokerage, commission and underwriting in respect of any such issue and to do all things necessary or desirable to benefit any such companies, syndicates or other bodies and without prejudice to the generality of the foregoing to establish or promote or join in the establishment or promotion of any other company whose objects shall include the taking over of any of the assets with or without the liabilities of the Company or the promotion of which shall be calculated to advance its interests and to acquire and hold any shares, securities or obligations of any such company.
- 3.3 To invest or deal with any of the monies of the Company not immediately required for its operations in such manner with or without security and whether at home or abroad as the Company may think fit.
- 3.4 To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions or otherwise with any person, firm, company or other body of any kind for the purpose of carrying on business from which the Company would or might derive any benefit whether direct or indirect.
- 3.5 To purchase or otherwise acquire, hold and undertake all or any part of the business, property, securities, liabilities and transactions of any person, firm, company or other body of any kind.

- 3.6 To purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, copyrights, trade marks, designs, rights of agency or distributorship and the like conferring any exclusive or non-exclusive or limited right, or any secret or other information as to any state of affairs, individual, firm, company or other body, or any invention, process, development or the like which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company. To use, exercise, develop, grant licences in respect of or otherwise turn to account any of the same and with a view to the working and development of the same to carry on any business whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to achieve these objects and to apply for, register or by other means protect, prolong and renew whether in the United Kingdom or elsewhere any of the same.
- 3.7 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest and manage, develop, work, improve, sell, dispose of or otherwise turn to account and deal with any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade, property, business, undertaking and any heritable or moveable real or personal property of any kind.
- 3.8 To construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools, or equipment as may seem desirable for any of the businesses or in the interests of the Company, and to manufacture, buy, sell and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects.
- 3.9 To manage and conduct the affairs of any companies, firms and persons carrying on business of any kind whatsoever, and in any part of the world.
- 3.10 To enter into, carry on and participate in financial transactions and operations of all kinds and to take any steps which may be considered expedient for carrying into effect such transactions and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.
- 3.11 To borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged upon all or any of the Company's property (both present and future) and

undertaking including its uncalled capital and further, if so thought fit, convertible into any stock or shares of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance.

- 3.12 To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any monies whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business and to give financial assistance for the purpose of the acquisition of shares in the capital of the Company or any holding company of the Company or for the purpose of reducing a liability incurred by any person for the purpose of such an acquisition subject to the provisions of Section 155 Companies Act 1985.
- 3.13 To grant indemnities of every description and to undertake obligations of every description.
- 3.14 To make, draw, accept, endorse and negotiate bills of exchange or other negotiable instruments and to receive money on deposit or loan.
- 3.15 To pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's capital or any debentures or other security of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- 3.16 To pay for any property or rights acquired by the Company or to remunerate any person, firm or company rendering services to the Company either in cash or in kind or fully or partly paid-up shares with or without preferred or deferred 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 may be determined.
- 3.17 To sell, lease, mortgage, charge, pledge, grant or surrender rights over, or otherwise deal with, turn to account or dispose of all or any part of the property,

assets, business or undertaking of the Company for such consideration (if any) as may be advantageous to the Company including, without prejudice to the generality of the foregoing, consideration in cash, whether by instalments or otherwise, or in kind, or in shares (with or without deferred or preferred rights in respect of dividends or repayment of capital or any other matter) or debentures, mortgage debentures, mortgages, debenture stock or loan stock (secured or unsecured) of any company, corporation or body of persons, or in the form of any property real or personal, tangible or intangible, or of any right, pledge or claim or of any undertaking to do or abstain from doing any act or to supply any services or goods or any other consideration, or in any combination of the above.

- 3.18 To make loans or give credit on such terms as may seem expedient with or without security to such persons, firms, companies, syndicates or other bodies of all kinds and in such cases (and in the case of loans either of cash or of other assets) as the Company may think fit.
- 3.19 To distribute among the members in specie any property of the Company or any proceeds of sale, disposal or realisation 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.
- 3.20 To amalgamate with any other company whose objects are or include objects similar to those of the Company and on any terms whatsoever.
- 3.21 To procure the Company to be registered or recognised in any country or place abroad.
- 3.22 To obtain any provisional or other order or Act of Parliament of this country or of any other state for enabling the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceeding or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- 3.23 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.
- 3.24 To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity.

- 3.25 To establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, other establishment or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or which may be connected with any place where the Company carries on business; to institute and maintain any profit-sharing scheme or share option schemes calculated to advance the interests of the Company or such persons; the said persons are any persons who are or were at any time in the employment or service of the Company or its predecessor in business or of any company which is or has been the holding company or a subsidiary (both as defined by section 736 Companies Act 1985) of the Company or of the Company's holding company or who are or were at any time directors or officers of the Company or of such other company as aforesaid, and the spouses, widows, widowers, families or dependants of any such persons.
- 3.26 To subscribe or guarantee money for or organise or assist any charitable, benevolent, public, general, political or useful object or for any exhibition or for any person which or who may be considered likely directly or indirectly to further the objects of the Company or the interests of its shareholders.
- 3.27 To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive to or expedient for the advantage or protection of the Company.
- 3.28 To do all or any of the above things in any part of the world and either as principals, agents, contractors, trustees, or otherwise, and either alone or in conjunction with others.
- 3.29 To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that:-

- (a) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed; and

(b) the objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by application of the ejusdem generis rule or by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company; none of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4. The liability of the members is limited.
5. The share capital of the Company is £100 divided into 100 Ordinary shares of £1 each.*

* The authorised share capital was increased to £1,000,002 by resolution dated 24 March 1986 and to £10,000,000 by resolution dated 13 February 1992, divided into ordinary shares of £1 each.

WE, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each subscriber
------------------------------------	---

H. THOMAS
70/74 City Road
London
EC1Y 2DQ

ONE

C. MILFORD-COTTAM
70/74 City Road
London
EC1Y 2DQ

ONE

DATED this 6th day of January, 1986.

Witness to the above Signatures:-

W.R. PAYNE
70/74 City Road
London
EC1Y 2DQ

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SUBSTITUTED
ARTICLES OF ASSOCIATION
OF
PERGAMON PRESS LIMITED

(Adopted by Special Resolution passed on 13 February 1992)

PRELIMINARY

- 1.1 The Regulations contained in Table A in Statutory Instrument number 805 of 1985, as amended prior to the adoption of these Articles, (such Table being hereinafter referred to as Table A) shall apply to the Company except in so far as they are excluded or varied hereby.
- 1.2 The following Regulations of Table A shall not apply to the Company: 3, 5, 12, 14, 16, 23 to 24, 35, 37, 40, 41, 46, 47, 49, 53, 54, 59 to 62, 64 to 70, 72 to 82, 84, 87 to 91, 93 to 98, 112 and 115. In addition to the remaining Regulations of Table A as varied hereby the following shall be the Articles of the Company.

INTERPRETATION

2. In these Articles "the Act" shall mean the Companies Act 1985 or any statutory re-enactment or modification thereof for the time being in force.

SHARE CAPITAL

- 3.1 The shares shall be under the control of the directors who, subject to the provisions of Section 80 of the Act and any resolutions of the Company in general meeting passed pursuant thereto, may allot and dispose of or grant options over the same to such persons, and on such terms and in such manner as they think fit.
- 3.2 (a) Save as otherwise provided in these Articles and subject to any renewal, revocation or variation of this authority by the Company in general meeting the directors are hereby unconditionally authorised for the purpose of Section 80 of the Act to allot, dispose of and grant options and rights of conversion or subscription over relevant securities (as defined in the Act) up to an aggregate nominal amount of £8,999,998 during the period expiring at the end of five years from the date of adoption of these Articles of Association.
- (b) The Company may at any time prior to the expiration of the authority conferred under

c125/16.01.92

3466Z

Article 3.2(a) above make an offer or agreement which would or might require relevant securities to be allotted pursuant thereto after the expiration of such authority and the directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred thereby had not expired.

(c) Sections 89(1) and 90 of the Act shall not apply to any of the Company's equity securities (as defined in the Act).

- 3.3 Subject to the provisions of the Act, any shares of a class within the capital of the Company as authorised from time to time may be issued on terms that they are to be, or at the option of the Company or a member holding such shares are liable to be, redeemed on such date or between such dates as the directors may fix before the issue of such shares and on such terms and conditions as are contained in or, as to the amount payable on redemption, determined in accordance with, the articles of association of the Company.
- 3.4 The Company shall have power to purchase its own shares (whether issued on the terms that they are, or are liable, to be redeemed or not) subject to the requirements of Sections 162 to 170 (inclusive) of the Act.
- 3.5 The Company shall have power to redeem or purchase its shares out of capital subject to the provisions of Sections 171 to 177 (inclusive) of the Act.
- 3.6 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
- 3.7 Except as required by law, and even when the Company shall have express notice thereof, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.
- 3.8 The second sentence of regulation 6 in Table A shall be substituted by the following:-

"Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon, and such a certificate signed by a director of the Company together with the secretary or a second director shall be evidence of the title of the registered holder to the

shares, whether or not the common seal of the Company (if it has one) has been affixed and regardless of any words in the certificate referring to a seal".

CALLS ON SHARES

- 4.1 Subject to the terms of allotment, the directors may make calls upon the members in respect of any sums whether in respect of nominal value or premium that are unpaid on their shares and are not payable at fixed times under the said terms of allotment. Each member shall, subject to receiving at least 14 clear days' notice specifying when and where payment is to be made, pay to the Company as required by the notice the amount so called on his shares. A call may be revoked in whole or part before receipt by the Company of any sum due thereunder and payment of a call may be postponed in whole or part as the directors think fit.
- 4.2 The holder of a share at the time a call is due to be paid shall be the person liable to pay the call, and in the case of joint holders they shall be jointly and severally liable.
- 4.3 If any amount payable in respect of a share on allotment or at a fixed date, whether in respect of nominal value or premium or as an instalment of a call, is not paid, the provisions of these Articles and (in so far as applicable) Table A shall apply as if that amount had become due and payable by virtue of a call.

TRANSFER AND TRANSMISSION

- 5.1 The instrument of transfer of shares shall be in the usual form prescribed from time to time or, if none is so prescribed, then in such form as the directors may determine, and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
- 5.2 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. They may also refuse to register a transfer unless:-
- (a) it is lodged at the registered office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
 - (b) it is in respect of only one class of shares; and
 - (c) it is in favour of not more than four transferees.

- 5.3 The directors may at any time give notice requiring a person becoming entitled to a share in consequence of the death or bankruptcy of a Member to elect either to become the holder of the share or to have some person nominated by him registered as the transferee and if the notice is not complied with within 90 days the directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.

GENERAL MEETINGS

- 6.1 In regulation 38 of Table A, the words "or a resolution appointing a person as a director" shall not apply.
- 6.2 The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall immediately proceed to convene an extraordinary general meeting for a date not later than 28 days after the date of the notice convening the meeting. If there are insufficient directors within the United Kingdom to call a general meeting, any director or any member of the Company may call a general meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 7.1 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum.
- 7.2 If within half an hour after the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and such other time and place as the directors may determine, and if at the adjourned meeting a quorum is not present or ceases to be present then the member or members present shall be a quorum.
- 7.3 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
- (a) by the Chairman; or
 - (b) by at least one member having the right to vote at the meeting;
- and a demand by a person as proxy for a member shall be the same as a demand by the member.
- 7.4 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried

unanimously, or by a particular majority, or lost, or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- 7.5 A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll (unless it was held at an adjourned meeting) shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 7.6 Regulation 51 of Table A shall apply with the insertion of the words "with the consent of the Chairman" after the words "and the demand is" in the fourth sentence thereof.
- 7.7 A resolution in writing signed by all the members of the Company entitled to receive notice of and to attend and vote at a general meeting, or by their duly appointed proxies or attorneys, shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held whether such resolution would otherwise be required to be passed as a special, extraordinary or elective resolution. Any such resolution may be contained in one document or in several documents in the same terms each signed by one or more of the members or their proxies or attorneys and signature in the case of a body corporate which is a member shall be sufficient if made by a director thereof or by its duly authorised representative.

VOTES

- 8.1 Subject to any rights or restrictions attached to any shares, and to Regulation 55 of Table A, on a show of hands every member present in person or (if a corporation) present by a representative duly authorised in accordance with the Act who is not also himself a member entitled to vote, shall have one vote, and on a poll every member shall have one vote for every share of which he is the holder.
- 8.2 On a poll votes may be given either personally or by proxy or by corporate representative. A member may not appoint more than one proxy and a corporate member may not appoint more than one representative to attend or vote on the same occasion.
- 8.3 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor (if a corporation, under the hand of a duly authorised officer of the corporation) and shall be in such form as the directors may determine or, failing such determination, in any usual form.
- 8.4 The instrument appointing a proxy and any authority under which it is executed, or a copy of that authority

certified notarially, or in some other way approved by the directors may:

- (a) be deposited at the registered office of the Company, or at another place within the United Kingdom specified by the notice convening the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting, not less than 1 hour before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as stated above after the poll has been demanded and not less than 1 hour before the time appointed for the taking of the poll; or
- (c) where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any director or deposited as stated above after the poll has been demanded but not less than 1 hour before the time appointed for the taking of the poll;

and an instrument of proxy which is not deposited or delivered in the manner permitted above will be invalid.

NUMBER OF DIRECTORS

- 9.1 Unless and until the Company in general meeting shall otherwise determine, the number of directors shall not be less than two.
- 9.2 Notwithstanding any provision to the contrary contained in these Articles of Association, if and so long as the minimum number of directors determined by the Company in general meeting shall be one a sole director may act alone in exercising all the powers and authorities vested in the directors.

ALTERNATE DIRECTORS

- 10.1 Each director shall have power by writing under his hand to nominate either another director or any other person willing to act and approved for the purpose by a resolution of the directors, to act as his alternate director, and at his discretion to remove such alternate director by notice in writing to the Company. An alternate director shall have the same entitlement as his appointor to receive notices of meetings of the directors and to attend, vote and be counted for the purpose of a quorum at any meeting at which his appointor is not personally present, and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor.

- 10.2 Save as otherwise provided in the Articles an alternate director shall not during his appointment be deemed to be a director for the purposes of these Articles, shall not be deemed to be an agent of his appointor, shall alone be responsible to the Company for his own acts or defaults and shall be entitled to be indemnified by the Company to the same extent as if he were a director.
- 10.3 An alternate director shall not in respect of his office of alternate director be entitled to receive any remuneration from the Company nor to appoint another person as his alternate. The appointment of an alternate director shall ipso facto determine if his appointor ceases for any reason to be a director or on the happening of an event which, if he were a director, would cause him to vacate the office of director, or if by written notice to the Company he shall resign such appointment.

POWERS OF DIRECTORS

- 11.1 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. A meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 11.2 The directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons (including directors and other officers) who are or were at any time in the employment or service of the Company, or of any company which is or was a subsidiary of the Company or allied to or associated with the Company or any such subsidiary, or of any of the predecessors in business of the Company or of any such other company as aforesaid, and the spouses, widows, widowers, families and dependants of any such persons, and make payments to, for or towards the insurance of or provide benefits otherwise for any such persons as aforesaid.

DELEGATION OF DIRECTORS' POWERS

12. The directors may delegate any of their powers to any committee consisting of one or more directors and, if thought fit, one or more other persons PROVIDED THAT a majority of the members of the committee shall be directors and no resolution of the committee shall be effective unless a majority of those present when it is passed are directors. Subject to the foregoing, any

committee shall in the exercise of powers delegated to it conform to any regulations or conditions imposed by the Board of directors and its proceedings (unless it consists of only one member) shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

- 12.2 The directors may also delegate to any managing director appointed in accordance with Article 15.1 hereof or any director holding any other executive office such of their powers as they consider desirable to be exercised by him subject to such conditions as the directors may impose which they may at any time revoke or alter.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 13.1 The Company by ordinary resolution may appoint another person in place of a director removed from office by resolution of a general meeting, and without prejudice to the powers of the directors under the next following regulation, may appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 13.2 The directors may appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these Articles as the maximum number of directors.
- 13.3 The holder or holders of not less than three-quarters in nominal value of such part of the issued share capital of the Company as confers the right for the time being to attend and vote at general meetings of the Company may at any time or from time to time, by memorandum in writing signed by or on behalf of him or them and left at or sent to the registered office of the Company, or by their votes in a general meeting duly convened, appoint any person to be a director or remove from office any director who shall vacate office accordingly. Any removal as aforesaid shall be without prejudice to any claim for damages for breach of the contract of service between the director and the Company. The provisions of this paragraph are distinct from and additional to those set out in Sections 303 and 304 of the Act.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 14.1 The office of a director shall be vacated in any of the following events namely:-
- (a) if he resigns his office by notice in writing to the Company;
 - (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;

- (c) if he is, or may be, suffering from mental disorder and either:-
- (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
- (d) if he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
- (e) if he is absent from meetings of the Board for six successive months without leave, unless prevented by illness, unavoidable accident or other cause which may seem to the other members of the Board to be sufficient, and his alternate director (if any) shall not during such period have attended in his stead, and the directors resolve that his office be vacated;
- (f) if he should be removed from office under the provisions of Article 13.3 hereof.

14.2 No director shall vacate his office or be ineligible for appointment or re-appointment as a director by reason only of his having attained any particular age, nor shall special notice be required of any resolution appointing or approving the appointment of such a director or any notice be required to state the age of the person to whom such resolution relates.

DIRECTORS' APPOINTMENTS AND INTERESTS

15.1 The directors may from time to time appoint one or more of their body to be managing director or to hold such other office in the management, administration or conduct of the business of the Company for such period (subject to Section 319 of the Act) and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. Subject to the terms of any such agreement, a managing director or a director appointed to any other office as aforesaid shall be subject to the same provisions as to resignation and removal as the other directors of the Company and shall ipso facto and immediately cease to be managing director or to hold such other office in the management, administration or conduct

of the business of the Company if he ceases to hold the office of director from any cause but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.

- 15.2 The remuneration of a managing director or any director who may be appointed to any other office in the management, administration or conduct of the business of the Company shall from time to time (subject to the provisions of any agreement between him and the Company) be fixed by the directors, and may be by way of fixed salary, or commission on the dividends, profits, sales or turnover of the Company, or of any other company in which the Company is interested, or other participation in any such profits, or by way of or provision for a pension or pensions for himself or his dependents, or by all or any of these modes, and (subject as aforesaid) the remuneration so fixed shall be additional to any ordinary remuneration to which he may be entitled as a director of the Company.
- 15.3 Any remuneration of directors not holding an office under the preceding provisions of this Article 15 shall be such as the Board may from time to time determine and, unless otherwise resolved, shall be deemed to accrue from day to day.

PROCEEDINGS OF DIRECTORS

- 16.1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the Secretary at the request of a director shall, call a meeting of the directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 16.2 Subject to paragraph 16.3 notice of the time, place and purpose of every meeting of the directors shall be given to every director and to his alternate (if any). However, the non-receipt of notice by any director or alternate director shall not invalidate the proceedings of the directors. Every notice of a meeting of the directors required to be given under these articles may be given orally (personally or by telephone) served personally or sent by prepaid letter post, cable, telex, telegram, confirmed facsimile or tele-message to the address for the time being supplied for the purpose to the secretary of the Company.
- 16.3 Any director for the time being absent from the United Kingdom shall if he so requests, be entitled to be given notice as prescribed herein of meetings of the directors to such address, if any, as the director may from time to

time notify to the Company but, except as stated above, it will not be necessary to give notice of a meeting to a director who is absent from the United Kingdom.

- 16.4 The quorum necessary for the transaction of the business of the directors may be fixed by the directors and unless so fixed it shall (as long as there is more than one director in office) be two persons. An alternate director who is not himself a director may, if his appointor is not present, be counted towards the quorum.
- 16.5 The directors may elect one of their number to be Chairman of the Board of directors and may at any time remove him from that office. If there is no director holding that office, or if the director holding it, being entitled to and having had notice of the meeting, is not present within five minutes after the time appointed for it, the directors present shall appoint one of their number to be Chairman of that meeting.
- 16.6 A meeting of the directors may, subject to notice thereof having been given in accordance with these Articles of Association, be for all purposes deemed to be held when a director is or directors are in communication by telephone or audio visual communications media with another director or other directors and all of the said directors agree to treat the meeting as so held, provided always that the number of the said directors participating in such communication constitutes a quorum of the Board hereunder. A resolution made by a majority of the said directors in pursuance of this Article shall be as valid as it would have been if made by them at an actual meeting duly convened and held.
- 16.7 A resolution in writing signed or approved by letter telegram, confirmed facsimile, tele-message or telex by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the same terms each signed by one or more director; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 16.8 A director who is in any way either directly or indirectly interested in a contract or arrangement, or proposed contract or arrangement, with the Company shall declare the nature of his interest at a meeting of the directors in accordance with section 317 of the Act. Except as otherwise provided by these Articles, a director may not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he is in any way, whether directly or indirectly, interested, unless that interest arises only

because the case falls within one or more of the following paragraphs:

- (a) the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent by him to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
- (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company, or any of its subsidiaries, for which the director has assumed responsibility in whole or part, whether alone or jointly with others, under a guarantee or indemnity or by the giving of security;
- (c) his interest arises by virtue of his subscribing, or agreeing to subscribe, for any shares, debentures or other securities of the Company, or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the Company or any of its subsidiaries for subscription, purchase or exchange;
- (d) the resolution relates in any way to a retirement benefit scheme or an employee share scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.
- (e) the proposal concerns another company whose securities are listed or dealt in on a recognized securities exchange, in which his interest consists of a beneficial interest, solely or jointly with others, in no more than one per cent of the issued securities of any class of that company.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification of it not in force when this regulation becomes binding on the Company), connected with a director will be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor will be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

- 16.9 A director may not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

- 16.10 The Company may by special resolution suspend, or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
- 16.11 Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the Company, or with any body corporate in which the Company is interested, the proposals shall be divided and considered in relation to each director separately. In addition, (provided he is not for another reason precluded from voting), each of the directors concerned will be entitled to vote and be counted in the quorum in respect of each resolution, except that concerning his own appointment.
- 16.12 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

DIVIDENDS

- 17.1 The following sentence shall be added to the end of Regulation 104 of Table A:
- "The person entitled to any dividend shall be the holder (as defined in Table A) of the share upon such date as may be determined by the resolution declaring the dividend (or in the case of any interim dividend, determined by the directors) in respect of that share."
- 17.2 The directors may deduct from any dividend payable on or in respect of a share all sums of money presently payable by the holder to the Company on any account whatsoever.

NOTICES

- 18.1 A notice may be given by the Company to any member either personally or by sending it by pre-paid post, tele-message, confirmed facsimile transmission or telex to his registered address within the United Kingdom or to any other address within the United Kingdom supplied by him to the Company for the giving of notice to him. A member giving to the Company an address outside the United Kingdom shall be entitled to receive all notices by air mail or (at the Company's option) telex, facsimile transmission or telegram. A properly addressed and pre-paid notice sent by post shall be deemed to have been given, in the case of a meeting, upon the day following that on which the notice is posted and, in the case of notice of any other matter, at the time at which the notice would be delivered in the ordinary course of post.

- 18.2 A notice given by telegram or tele-message shall be deemed to have been given at the expiry of 24 hours after it is delivered by the Company to the relevant transmitting authority.
- 18.3 A notice given by telex or facsimile transmission shall be deemed to have been given at the same time as it is transmitted by the Company.
- 18.4 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

INDEMNITY

- 19.1 Subject to the provisions of section 310 of the Act, every director, agent, secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities properly incurred by him in or about the execution and discharge of the duties of his office. Regulation 118 of Table A shall be extended accordingly but shall not apply to any auditor of the Company.
- 19.2 The directors may at their discretion and on such terms as they think fit purchase and maintain for the Company or for any director, secretary or other manager or officer other than auditor of the Company insurance against any liability which might by virtue of any rule of law attach to such director, secretary, or other manager or officer in relation to any negligence, default, breach of duty or breach of trust in relation to the Company or its business or affairs or to any subsidiary and against such liability as mentioned in the preceding article. Articles 16.8 to 16.12 shall not apply to any action of the directors in pursuance of this paragraph 19.



CERTIFICATE OF INCORPORATION
ON RE-REGISTRATION OF A PUBLIC COMPANY
AS A PRIVATE COMPANY

No 1982084

I hereby certify that
PERGAMON PRESS LIMITED

formerly registered as a public company has this day
been re-registered under the Companies Act 1985 as a
private company, and that the Company is limited.

Given under my hand at Cardiff the 16TH MARCH 1992

H A Jelliman

H A JELIMAN

An Authorised Officer

**Notice of claim to extension of period allowed for laying and delivering accounts — overseas business or interests**

Please do not write in this margin

Pursuant to section 244 of the Companies Act 1985 as inserted by section 11 of the Companies Act 1989

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

To the Registrar of Companies
(Address overleaf)

Company number

1982084

Name of company

* PERGAMON PRESS LIMITED

* insert full name company

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending] [which ended on] †

† delete as appropriate

Day Month Year

3 1 1 2 1 9 9 1

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation‡

Secretary

Date 15th July 1992.

Notes

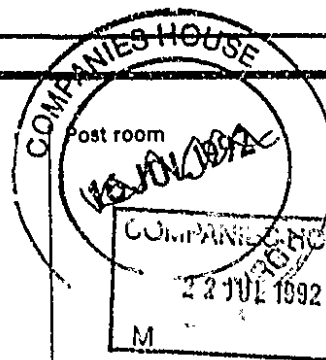
1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 244(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 244(1).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 244(1).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0 5 0 4 1 9 8 5

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

ROWE & MAW
20, BLACK FRIARS LANE
LONDON EC4V 6HD
Tel 071 248 4288
Ref 8.

For official use
D.E.B.



THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ELECTIVE RESOLUTION

of

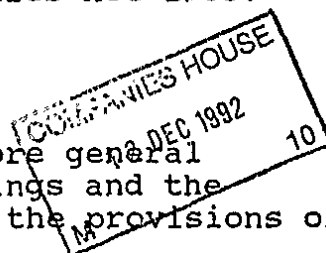
PERGAMON PRESS LIMITED

Passed on 7th December 1992

At the annual general meeting of the members of the Company duly convened and held at Headington Hill Hall, Oxford on 7th December 1992, at which all the members entitled to attend and vote at the meeting were present in person or by duly authorised representative or proxy, the following resolution was carried unanimously as an elective resolution in accordance with Section 379A of the Companies Act 1985:-

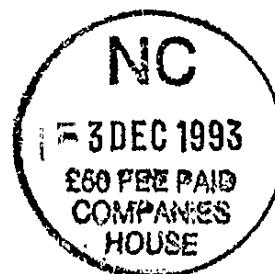
ELECTIVE RESOLUTION

'To dispense with the laying of accounts before general meetings, the holding of annual general meetings and the appointment of auditors annually, subject to the provisions of the Act.'




.....
Chairman

Company No. 1982084



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

PERGAMON PRESS LIMITED

Passed on 12 NOVEMBER 1993

At an extraordinary general meeting of the members of the Company duly convened and held at Headington Hill Hall, Oxford on 12 NOVEMBER 1993 the following resolution was duly passed as a special resolution:

SPECIAL RESOLUTION

THAT the name of the Company be changed to ELSEVIER SCIENCE LIMITED.

.....
Chairman

2242Z

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1982084

I hereby certify that

PERGAMON PRESS LIMITED

having by special resolution changed its name,

is now incorporated under the name of

ELSEVIER SCIENCE LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 4 JANUARY 1994


P. BEV.

an authorised officer

**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

--	--	--	--

1982084

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

Name of company

* Elsevier Science

Limited

† We, James John Francis Kels ofWagenweg 240, Haarlem 2012NP, Netherlands,Michael Gordon Boswood ofEaglesfield, Jack Straw's Lane, Oxford, OX3 ODN andTimothy Lloyd Davies ofHenley House, Summers Lane, Hurtmore, Godalming,Surrey. GU7 2RR† delete as
appropriate~~the sole director~~† all the directors† of the above company do solemnly and sincerely declare that:

The business of the company is:

‡ delete whichever
is inappropriate~~(a) that of a [recognised bank] [licensed institution]† within the meaning of the Banking Act 1978~~~~(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 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: 150,000 ordinary shares
of £1 each in the capital of the CompanyPresentor's name address and
reference (if any):Rowe & Maw
20 Black Friars Lane
London
EC4V 6HD

Ref: 8

For official Use
General Section

The assistance is to be given to: (note 2) Elsevier UK Holdings Limited whose
registered office is at 20 Black Friars Lane, London
EC4V 6HD

Please do not write in this margin

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

The assistance will take the form of:

The granting by the Company of a loan to Elsevier UK Holdings Limited

The person who ~~has acquired~~ will acquire† the shares is:

† delete as appropriate

Elsevier UK Holdings Limited whose registered office
is stated above

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

Interest free loan repayable on demand

The amount of cash to be transferred to the person assisted is £ 59,200,000

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

The date on which the assistance is to be given is 8th December 19 94

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/~~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)~~1/~~We have formed the opinion that the company will be able to pay it's 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 1/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 ~~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 The Boulevard, Langford Lane,
Kidlington, Oxford, OX5 1GB

the 8th day of December
one thousand nine hundred and ninety-four

before me R. J. FOWLER

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

ALFRED TRUMAN & SON
STERLING HOUSE
19-23 HIGH STREET
KIDINGTON
OXFORD OX5 2DH

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.

Declarants to sign below

[Signature]
[Signature]
1.10/1994

Touche Ross



Chartered Accountants

Touche Ross & Co.
Hill House
1 Little New Street
London EC4A 3TR

Telephone: National 0171 936 3000
International + 44 171 936 3000
Telex: 884739 TRLNDN G
Fax (Gp. 3): 0171 583 8517
LDE: DX 599

The Directors
Elsevier Science Limited
The Boulevard
Langford Lane
Kidlington
Oxford
OX5 1GB

Our Ref: LE09LMO4/SC

8 December 1994

Dear Sirs

Financial assistance proposed to be given by
Elsevier Science Limited ("the Company") in connection
with the proposed £59,200,000 subscription for 150,000 Ordinary
£1 shares in the Company by Elsevier UK Holdings Limited

We have enquired into the state of affairs of the Company and we are not aware of anything to indicate that the opinion expressed by the directors in the attached declaration relating to the giving of assistance by the Company as to any of the matters mentioned in sub-section 156 (2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

Touche Ross & Co.
Chartered Accountants and
Registered Auditors

**Deloitte Touche
Tohmatsu
International**

Aberdeen, Bath, Belfast, Birmingham, Bournemouth, Bracknell, Bristol, Cambridge, Cardiff, Crawley, Dartford, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Milton Keynes, Newcastle upon Tyne, Nottingham and Southampton.

Principal place of business at which a list of partners' names is available:
Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR

Authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.