

**G**

COMPANIES FORM No. 12

**12****Statutory Declaration of compliance  
with requirements on application  
for registration of a company**Please do not  
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

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For official use

2232965
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Name of company

\* insert full  
name of Company

* PLANEXIT LIMITED
-----------------------

I, DAVID STEWART HODGSON, signing on behalf  
of SWIFT INCORPORATIONS LIMITED  
2 BACHES STREET  
LONDON N1 6UB

† 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, SHIP STREET  
BRECON,  
POWYS

Declarant to sign below

The 4th day of January 1988

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.

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

For official use

New Companies Section

Post room



COMPANIES FORM No. 10

# 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 block type, or  
bold block lettering

For official use

Name of company

\* insert full name  
of company

* PLANEXIT LIMITED
-----------------------

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

2 BACHES STREET	
LONDON	
Postcode	N1 6UB

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



JORDAN & SONS LIMITED	
21 ST THOMAS STREET	
BRISTOL	
Postcode	BS1 6JS

Number of continuation sheets attached (see note 1)

--

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

For official use

General Section


Post room

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## DIRECTOR

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

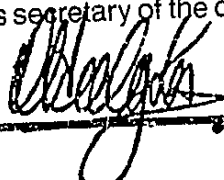
Name (note 3) INSTANT COMPANIES LIMITED		Business occupation COMPANY REGISTRATION AGENT	
Previous name(s) (note 3) NONE		Nationality UK REGISTERED	
Address (note 4) 2 BACHES STREET		Date of birth (where applicable) (note 6)	
LONDON			
Postcode N1 6UB			
Other directorships † NONE			
I consent to act as director of the company named on page 1			
Signature 		(Authorised Signatory) Date 04-01-88	


† enter particulars  
of other  
directorships  
held or previously  
held (see notes 3 & 7)  
if this space is  
insufficient for  
continuation

## SECRETARY

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:

Please do not  
write in  
this margin

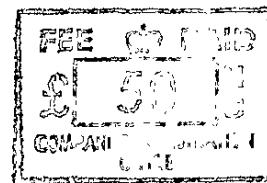
Name (notes 3 & 7) SWIFT INCORPORATIONS LIMITED	
Previous name(s) (note 3) NONE	
Address (notes 4 & 7) 2 BACHES STREET	
LONDON	
Postcode	N1 6UB
I consent to act as secretary of the company named on page 1	
Signature 	(Authorised Signatory) Date 04-01-88

Signature of agent on behalf of subscribers 	Date 04-01-88
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# THE COMPANIES ACT 1985

2232965

A PRIVATE COMPANY  
LIMITED BY SHARES



## Memorandum and Articles of Association

1. The Company's name is

PLANEXIT 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 the business of a holding company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations; . to enter into, assist, or participate in financial, commercial, mercantile,

industrial and other transactions, undertakings and businesses of every description, and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account, and to co-ordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by, or connected with the Company, and to carry on all or any of the businesses of capitalists, trustees, financiers, financial agents, company promoters, bill discounters, insurance brokers and agents, mortgage brokers, rent and debt collectors, stock and share brokers and dealers and commission and general agents, merchants and traders; and to manufacture, buy, sell, maintain, repair and deal in plant, machinery, tools, articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them, or likely to be required by customers of or persons having dealings with the Company.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount negotiate, execute and issue cheques, bills of

exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) 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.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(w) To procure the Company to be registered or recognised in any part of the world.

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other

body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

5. The Company's share capital is £1000 divided into 1000 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
------------------------------------	---

For and on behalf of  
1. Instant Companies Limited  
2 Baches Street  
London N1 6UB

- One

For and on behalf of  
2. Swift Incorporations Limited  
2 Baches Street  
London N1 6UB

- One

Total shares taken

- Two

Dated 04-01-88

Witness to the above signatures, Terry Jayne  
2 Baches Street  
London N1 6UB

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that

period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, 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 person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

5. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

6. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

7. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors;

or  
(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(f) 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 determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

#### BORROWING POWERS

8. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### ALTERNATE DIRECTORS

9. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of 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.

#### DISQUALIFICATION OF DIRECTORS

10. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

#### GRATUITIES AND PENSIONS

11. (a) The Directors may exercise the powers of the Company conferred by Clause 3(i) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

#### PROCEEDINGS OF DIRECTORS

12. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

#### INDEMNITY

13. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Clause 118 in Table A shall not apply to the Company.

#### TRANSFER OF SHARES

14. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

#### Names and Addresses of Subscribers

For and on behalf of  
1. Instant Companies Limited  
2 Baches Street  
London N1 6UB

For and on behalf of  
2. Swift Incorporations Limited  
2 Baches Street  
London N1 6UB

Dated 04-01-88

Witness to the above signatures, Terry Jayne  
2 Baches Street  
London N1 6UB



FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

No. 2232965

I hereby certify that

PLANEXIT 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 21 MARCH 1988

*B.M. Jones*  
Mrs. B.M. JONES

an authorised officer



COMPANIES FORM No. 122

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

**122**

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

For official use

Company number


2232965

Name of company

\* PLANEXIT LIMITED

\*Insert full name  
of company

gives notice that:

By a Special Resolution passed on 24 October 1989 ("the Resolution") the existing 500 Ordinary Shares of £1 each registered in the name of Planedge Limited and the existing 500 Ordinary Shares of £1 each registered in the name of Purescope Limited were converted into and redesignated as (respectively) 500 'A' Ordinary Shares of £1 each and 500 'B' Ordinary Shares of £1 each having attached to them the respective rights set out in the new Articles of Association the Company adopted pursuant to the Resolution.

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

Signed

*[Signature]*

Designation Date

*Director 24/10/89*

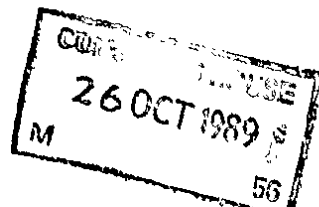
Presenter's name, address and  
reference (if any):

Addleshay, Sons & Latham  
Dennis House  
Marsden Street  
Manchester M2 1JD

Ref: TMR

For official use  
General Section

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

1987 Edition  
487 F7001  
5017042  
\*\*\*\*\*

28/11

No. 2232965

## THE COMPANIES ACT 1985

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PRIVATE COMPANY  
LIMITED BY SHARES

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WRITTEN RESOLUTION  
of  
PLANEXIT LIMITEDDATED: 24<sup>th</sup> October 1989

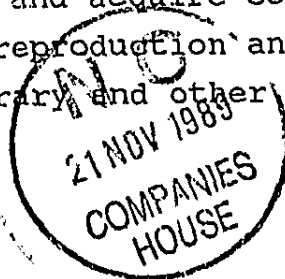
WE, the undersigned, being all the Members of the above-named Company entitled to receive notice of and to attend and vote at General Meetings of the Company make the following resolution which shall have effect as a Special Resolution and which shall, pursuant to regulation 1(a) of the Articles of Association of the Company and Regulation 53 of the Companies (A to F) Regulations 1985, be as valid and effective for all purposes as if the same had been duly passed at a Meeting of the Company duly convened and held.

Special Resolution

THAT: -

1. the name of the Company be changed from Planexit Limited to Western Auto Trader Limited.
2. the provisions of the Memorandum of Association of the Company with regard to its objects be and the same are hereby altered by the deletion of the existing sub-clause (a) of Clause 3 and the substitution therefor of the following new sub-clause (a):-

"(a) To carry on all or any of the businesses of publishers, printers and distributors of magazines, periodicals, journals, books and other publications and to own, exploit and acquire copyrights, rights of publication and reproduction and other rights in respect of any literary and other works and

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undertakings, and to collect, print and publish the same, printers' agents, commercial and manufacturing stationers, to employ the services of and to act as agents for authors, critics, lecturers, and other professional persons, to carry on all or any of the businesses of printers, typesetters, engravers, die-sinkers, electrotypers, stereotypers, photosetters, photo-lithographers, chromo-lithographers, graphic, commercial and other artists, stationers, typefounders, designers and draughtsmen; manufacturers and distributors of and dealers in art colour, copperplate, lithographic, offset, photogravure and general printers and of, and in any photographic, engraved or printed productions, die stampers, gold blockers, machine rulers, numerical printers, photographers, photographic printers, manufacturers of and dealers in printing machinery and equipment, process blocks, printers; roller and composition manufacturers and merchants, printing ink and other ink and colour manufacturers and merchants, printers' engineers, wholesale, retail and manufacturing stationers, dealers in books newspapers, magazines, periodicals, general publications and fancy goods of all kinds, advertising and publicity agents and contractors, advertisements designers, manufacturers of and dealers in advertising novelties, billposters, artists, designers and draughtsmen, general merchants and traders; and to manufacture, buy, sell, import, export and deal generally in plant, machinery, apparatus, articles, commodities, materials and things of all kinds used or capable of being dealt with in connection with the above mentioned businesses or any of them or likely to be required by customers of or persons having dealings with the Company.";

3. the regulations contained in the document annexed

hereto and initialled for the purposes of identification be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association thereof;

4. the existing 500 Ordinary Shares of £1 each registered in the name of Planedge Limited and the existing 500 Ordinary Shares of £1 each registered in the name of Purescope Limited be and are hereby converted into and redesignated as (respectively) 500 "A" Ordinary Shares of £1 each and 500 "B" Ordinary Shares of £1 each having attached to them the respective rights set out in the new Articles of Association of the Company to be adopted pursuant to sub-paragraph 3 of this Resolution;

5. Mr J Harris and Mr T Maycock (being existing Directors of the Company) henceforth be designated and known as the "A" Directors of the Company and shall for all purposes be deemed to have been appointed by the holders of the "A" Ordinary Shares pursuant to Article 18(A) of the Articles of Association of the Company adopted by paragraph 3 above; and

6. Mr P Gibbons and Mr J Madejski (being existing Directors of the Company) henceforth be designated and known as "B" Directors of the Company and shall for all purposes be deemed to have been appointed the holders of the "B" Ordinary Shares pursuant to Article 18(A) of the Articles of Association of the Company adopted by paragraph 3 above.

.....  
for and on behalf of  
Planedge Limited

.....  
for and on behalf of  
Purescope Limited

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**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2232965

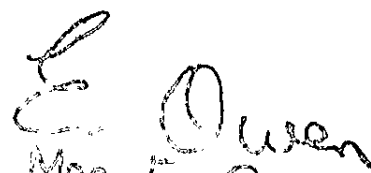
I hereby certify that

**PLANEXIT LIMITED**

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

**WESTERN AUTO TRADER LIMITED**

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

  
MRS E. OWEN

an authorised officer

28/11

No. 2232965

THE COMPANIES ACT 1985

PRIVATE COMPANY  
LIMITED BY SHARES

WRITTEN RESOLUTION  
of  
PLANEXIT LIMITED

DATED: 24<sup>th</sup> October - 1989

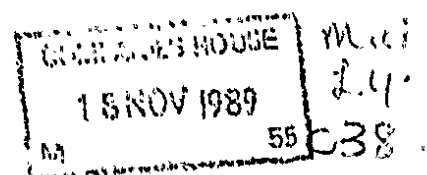
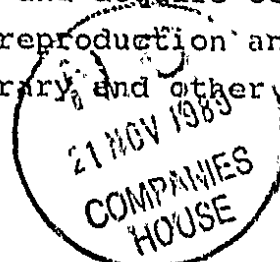
WE, the undersigned, being all the Members of the above-named Company entitled to receive notice of and to attend and vote at General Meetings of the Company make the following resolution which shall have effect as a Special Resolution and which shall, pursuant to regulation 1(a) of the Articles of Association of the Company and Regulation 53 of the Companies (A to F) Regulations 1985, be as valid and effective for all purposes as if the same had been duly passed at a Meeting of the Company duly convened and held.

Special Resolution

THAT:-

1. the name of the Company be changed from Planexit Limited to Western Auto Trader Limited.
2. the provisions of the Memorandum of Association of the Company with regard to its objects be and the same are hereby altered by the deletion of the existing sub-clause (a) of Clause 3 and the substitution therefor of the following new sub-clause (a):-

"(a) To carry on all or any of the businesses of publishers, printers and distributors of magazines, periodicals, journals, books and other publications and to own, exploit and acquire copyrights, rights of publication and reproduction and other rights in respect of any literary and other works and



undertakings, and to collect, print and publish the same, printers' agents, commercial and manufacturing stationers, to employ the services of and to act as agents for authors, critics, lecturers, and other professional persons, to carry on all or any of the businesses of printers, typesetters, engravers, die-sinkers, electrotypers, stereotypers, photosetters, photo-lithographers, chromo-lithographers, graphic, commercial and other artists, stationers, typefounders, designers and draughtsmen; manufacturers and distributors of and dealers in art colour, copperplate, lithographic, offset, photogravure and general printers and of, and in any photographic, engraved or printed productions, die stampers, gold blockers, machine rulers, numerical printers, photographers, photographic printers, manufacturers of and dealers in printing machinery and equipment, process blocks, printers; roller and composition manufacturers and merchants, printing ink and other ink and colour manufacturers and merchants, printers' engineers, wholesale, retail and manufacturing stationers, dealers in books newspapers, magazines, periodicals, general publications and fancy goods of all kinds, advertising and publicity agents and contractors, advertisements designers, manufacturers of and dealers in advertising novelties, billposters, artists, designers and draughtsmen, general merchants and traders; and to manufacture, buy, sell, import, export and deal generally in plant, machinery, apparatus, articles, commodities, materials and things of all kinds used or capable of being dealt with in connection with the above mentioned businesses or any of them or likely to be required by customers of or persons having dealings with the Company.";

3. the regulations contained in the document annexed



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hereto and initialled for the purposes of identification be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association thereof;

4. the existing 500 Ordinary Shares of £1 each registered in the name of Planedge Limited and the existing 500 Ordinary Shares of £1 each registered in the name of Purescope Limited be and are hereby converted into and redesignated as (respectively) 500 "A" Ordinary Shares of £1 each and 500 "B" Ordinary Shares of £1 each having attached to them the respective rights set out in the new Articles of Association of the Company to be adopted pursuant to sub-paragraph 3 of this Resolution;

5. Mr J Harris and Mr T Maycock (being existing Directors of the Company) henceforth be designated and known as the "A" Directors of the Company and shall for all purposes be deemed to have been appointed by the holders of the "A" Ordinary Shares pursuant to Article 18(A) of the Articles of Association of the Company adopted by paragraph 3 above; and

6. Mr P Gibbons and Mr J Madejski (being existing Directors of the Company) henceforth be designated and known as "B" Directors of the Company and shall for all purposes be deemed to have been appointed the holders of the "B" Ordinary Shares pursuant to Article 18(A) of the Articles of Association of the Company adopted by paragraph 3 above.

.....  
for and on behalf of  
Planedge Limited

.....  
for and on behalf of  
Purescope Limited

No. 2232965

THE COMPANIES ACT 1985

---

COMPANY LIMITED BY SHARES

---

NEW

ARTICLES OF ASSOCIATION

OF

PLANEXIT LIMITED

---

(Adopted by Special Resolution  
passed on *24 October* 1989)

Addleshaw, Sons & Latham  
Dennis House  
Marsden Street  
Manchester  
M2 1JD

TR7(4)

No. 2232965

THE COMPANIES ACT 1985

---

COMPANY LIMITED BY SHARES

---

NEW

ARTICLES OF ASSOCIATION

OF

PLANEXIT LIMITED

(Adopted by Special Resolution  
passed on 24 October 1989)

TABLE A

1. Subject as hereinafter provided and except where the same are varied by or inconsistent with these Articles the Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter called "Table A") shall apply to this Company.

2. Regulations 23 to 28 inclusive, 40, 41, 50, 54, 57, 64, 65 to 69 inclusive, 73 to 80 inclusive of Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining Regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

3. In these Articles:

The 1985 Act means

The Companies Act 1985 (and every statutory re-enactment thereof or modification thereof for the time being in force.

#### SHARE CAPITAL

4. The share capital of the Company is £1,000 divided into 500 "A" Ordinary Shares and 500 "B" Ordinary Shares all of £1 each. The "A" and "B" Ordinary Shares shall be deemed for the purposes of these Articles to be separate classes but shall except as hereinafter expressly provided rank *pari passu* in all respects and references to shares in these Articles shall be construed as references to both "A" and "B" Ordinary Shares.

5. Subject to the provisions of Articles 4 and 10 the Directors are authorised for the purposes of Section 80 of the 1985 Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company for the time being and the Directors may allot grant options over or otherwise dispose of such shares to such persons on such terms and in such manner as they think fit provided always that:

- (i) No shares shall be allotted at a discount;
- (ii) Save as provided in sub-paragraph (iii) of this Article the authority given in this Article to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of adoption of these Articles;

(iii) The Members in General Meeting may by Ordinary Resolution:

- (a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years; but such resolution must state (or restate) the amount of shares which may be allotted under such authority or as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the renewed authority will expire;

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(b) revoke or vary any such authority (or renewed authority).

(iv) Notwithstanding the provisions of sub-paragraphs (ii) and (iii) of this Article the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority has expired.

In this Article any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

6. The Directors may at any time require any person whose name is entered in the Register to furnish them with any information, supported (if the Directors so require) by a statutory declaration, which they may consider necessary for the purpose of determining whether or not the Company is a close company within the meaning of the Income and Corporation Taxes Act 1970 or any statutory modification or re-enactment thereof.

#### LIEN

7. Regulation 8 of Table A shall be read and construed as if the words "(not being a fully paid share)" were deleted therefrom.

#### TRANSFER OF SHARES

8. (A) All transfers of shares shall be effected by instrument in writing in any form authorised by the Stock Transfer Act, 1963 or in such other form as the Directors may from time to time approve.

(B) Except in the case of partly paid shares when the instrument of transfer thereof shall be signed by or on behalf of the transferor and the transferee, the provisions of the Stock Transfer Act, 1963 shall apply to any instrument of transfer and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

9. (A) Save as hereinafter provided in this sub-clause it shall be obligatory for the Directors to register any duly stamped transfer of a share made pursuant to or permitted by the following sub-clauses of this Article and it shall also be obligatory for the Directors to refuse to register any transfer not so made or permitted. The Directors may decline to register any transfer of a share on which the Company has a lien. If the Directors refuse to register a transfer, they shall within two weeks after the date on which the transfer was lodged with the Company send to the transferor notice of the refusal.

(B) No share in the capital of the Company shall be or be purported to be transferred or otherwise disposed of or encumbered save pursuant to the provisions of this Article.

(C) In the event of any Member (including any person or persons entitled to any share or an interest therein in consequence of the death or bankruptcy of any person) wishing to dispose of any ordinary share or ordinary shares or an interest in any ordinary share or ordinary shares in the Company such Member (hereinafter called "the transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Directors of the Company that he desires to transfer the same. A Transfer Notice shall specify the number and

class of shares the transferor desires to transfer or which he desires to transfer an interest (such shares in each case being hereinafter referred to as "the Sale Shares"). A Transfer Notice may not relate to more than one class of shares. A Transfer Notice may contain a provision that unless all of the Sale Shares are sold by the Company pursuant to the following provisions of this Article none shall be so sold and such provision shall be binding on all persons. A Transfer Notice shall constitute the Company the transferor's agent for the sale of the Sale Shares (together with all rights attached thereto at the date of receipt of the Transfer Notice) according to the provisions hereinafter set out in this Article;

(D) In the event that the transferor is a member holding "A" Ordinary Shares:-

- (i) The Company shall by notice in writing invite other members holding "A" Ordinary Shares to apply in writing to the Company within 21 days of the date of despatch of such notice (which date shall be specified therein) for such maximum number of the Sale Shares as he or it shall specify in such application.
- (ii) If members holding "A" Ordinary Shares shall fail to make application for all or any of the Sale Shares specified in sub-clause (i) of this Clause the Company shall by notice in writing invite members holding "B" Ordinary Shares to apply in writing to the Company within 21 days of the date of despatch of such notice (which date shall be specified therein) for such maximum number of the Sale Shares (other than any applied for by members holding "A" Ordinary Shares as he shall specify in such application.

If within the period specified above application shall have been received by the Company for all or any of the Sale Shares the Company shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in cases of competition pro rata as nearly as possible according to the nominal value of the Ordinary Shares in the Company of which they are registered as holders provided that no applicant shall be obliged to take more than the maximum number of Sale Shares specified by him as aforesaid.

(E) In the event that the transferor is a member holding "B" Ordinary Shares:-

- (i) The Company shall by notice in writing invite other members holding "B" Ordinary Shares to apply in writing to the Company within 21 days of the date of despatch of such notice (which date shall be specified therein) for such maximum number of the Sale Shares as he shall specify in such application.
- (ii) If members holding "B" Ordinary Shares shall fail to make application for all or any of the Sale Shares specified in sub-clause (i) of this Clause the Company shall by notice in writing invite members holding "A" Ordinary Shares to apply in writing to the Company within 21 days of the date of despatch of such notice (which date shall be specified therein) for such maximum number of the Sale Shares (other than any applied for by members holding "B" Ordinary Shares as he shall specify in such application.

If within the period specified above application shall have been received by the Company for all or any of the Sale Shares the Company shall allocate the Sale Shares



(or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in cases of competition pro rata as nearly as possible according to the nominal value of the Ordinary Shares in the Company of which they are registered as holders provided that no applicant shall be obliged to take more than the maximum number of Sale Shares specified by him as aforesaid.

- (F) The price to be paid for each of the Sale Shares shall be the proportionate part of the open market value of the number of shares in the capital of the Company specified in the Transfer Notice. Open Market Value means the price which such shares might reasonably be expected to fetch on a sale by private treaty and at arm's length by a willing Vendor in the open market to a single purchaser possessed of all information which a prudent prospective purchaser of such issued share capital might reasonably require. In determining the open market value no account shall in any circumstances be taken of the restrictions on the transfer of shares prescribed in this Article or of the fact that the Sale Shares may represent a minority interest;
- (G) The transferor and Directors of the Company shall agree the price for the Sale Shares in accordance with sub-clause (F) above of this Article. Provided however that if the transferor and Directors shall be unable to agree an independent Chartered Accountant (appointed as hereinafter provided) shall be asked to certify acting as an expert and not as an arbitrator the price for the Sale Shares calculated in the manner aforesaid. As soon as the Company receives the Accountants Certificate it shall furnish a certified copy thereof to the transferor;
- (H) The independent Chartered Accountant to be appointed for the purpose of sub-clause (G) above shall be appointed

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by agreement between the transferor and the Directors; in default of agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of either the transferor or the Directors and the cost of his appointment and of his Certificate shall be borne by the Company;

- (I) If within the periods specified in sub-clauses (D) and (E) above application shall have been received by the Company for all or (except where the Transfer Notice provided otherwise) any of the Sale Shares pursuant to sub-clauses (D) and (E) the Directors shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in case of competition pro rata as nearly as possible according to the nominal value of the Ordinary Shares in the Company of which they are registered as holders provided that no applicant shall be obliged to take more than the maximum number of Sale Shares specified by him as aforesaid. The Company shall forthwith give notice of such allocations (hereinafter called "an Allocation Notice") to the transferor and to persons to whom the Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the sale of the Sale Shares so allocated shall be completed;
- (J) The transferor shall be bound against receipt of the purchase price in respect thereof to transfer the Sale Shares comprised in an Allocation Notice to the Purchaser or Purchasers named therein at the time and place therein specified and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed the Attorney of the transferor with full power

to execute complete and deliver in the name and on behalf of the transferor transfers of the Sale Shares to the Purchasers thereof against payment of the purchase price to the Company. On payment of the price to the Company the Purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer duly stamped the Purchaser shall be entitled to have his name entered into the Register of Members as the holder by transfer of the Sale Shares comprised in such transfer. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the transferor.

(K) During the three months following the expiry of the period of 21 days referred to in sub-clauses (D) and (E) of this Article the transferor shall be at liberty to transfer to any person and at any price (not being less than the price fixed under sub-clause (G) of this Article) any Sale Share not allocated by the Directors in an Allocation Notice provided that if the transferor stipulated in his Transfer Notice that unless all the Sale Shares comprised therein were sold pursuant to this regulation none should be so sold the transferor shall not be entitled (save with the written consent of all the other members of the Company) to sell hereunder only some of the Sale Shares comprised in his Transfer Notice;

(L) The Directors may on receipt of the written agreement of the holders of the whole of the issued share capital of the Company register a transfer of shares notwithstanding that the regulations contained in sub-clauses (B) to (K) inclusive of this Article shall not have been complied with and shall notwithstanding the aforesaid register any duly stamped transfer of Ordinary Shares from time to time held by a member to its

Permitted Assignee or by its Permitted Assignee to a member or to another Permitted Assignee of such member.

(M) A Permitted Assignee means any company which a member shall certify in writing to the Company as being a company whose relationship with such member is for the time being either:-

(i) a subsidiary of such member;

(ii) a holding company of such member; or

(iii) a subsidiary of a holding company of such member;

(as such expressions are defined in Section 736 of the Companies Act (1985) Provided however that if any Permitted Assignee shall cease to have any such relationship to such member as aforesaid then such Permitted Assignee shall be deemed to have served a Transfer Notice as hereinbefore defined in respect of all the Ordinary Shares held by it in the Company in accordance with the provisions of sub-clause (C) hereof.

#### ALTERATION OF CAPITAL

10. In accordance with Section 95 of the 1985 Act sub-section (1) of Section 89 of the 1985 Act is excluded from applying to the Company. Subject to any direction to the contrary that may be given by the Company by Special Resolution, the unissued shares of the Company (whether forming part of the original or any increased capital) shall, before issue, be classified as "A" Ordinary and "B" Ordinary Shares in the same proportions as the issued Ordinary Shares of each class for the time being bear to the total issued Ordinary Shares in the capital of the Company, and shall be offered either at par or at a premium in the first instance to the holders of shares of the same class as those being offered in proportion to the amount of the existing issued shares of the

appropriate class of which they are the holders. The offer shall be made by notice specifying the number of shares offered, and limiting a time (being not less than twenty-eight days) within which the offer, if not accepted, shall be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the persons to whom the offer is made that they decline to accept the shares offered, the Directors may thereafter dispose of the shares which shall not have been accepted in accordance with Article 5. No shares of either class shall be offered unless at the same time the same number of shares of the other class is also offered. Every other provision of these Articles which would permit the issue of shares otherwise than in accordance with this Article shall be subject to the provisions of this Article and shall be treated as modified accordingly.

#### GENERAL MEETINGS

11. In every notice convening 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 such proxy need not also be a Member.
12. Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 56 of Table A shall be modified accordingly.
13. No business shall be transacted at any general meeting unless a quorum of Members is present. One Member present in person or by proxy holding "A" Ordinary Shares and one Member present in person or by proxy holding "B" Ordinary Shares shall be a quorum. If within half an hour from the time appointed for any general meeting or any adjournment thereof a quorum is not present the meeting shall be dissolved. A corporation being a Member shall be deemed to be personally present if

represented by its representative duly authorised.

14. For the purposes of Regulation 53 of Table A signature in the case of a corporate body which is a Member shall be sufficient if made by a Director or member of the governing body thereof or by its Secretary.

15. A poll may be demanded by the Chairman of a general meeting or by either Member present in person or by proxy and Regulation 46 of Table A shall be modified accordingly.

16. The Chairman of a general meeting shall not be entitled to a second or casting vote.

#### VOTES OF MEMBERS

17. Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, on a show of hands each Member present in person or by proxy shall have one vote and on a poll each Member present in person or by proxy shall have one vote for every share of which he is the holder; a corporation being a Member shall be deemed to be personally present if represented by its representative duly authorised.

#### DIRECTORS

18.(A) Until otherwise determined by the Company in General Meeting the number of Directors shall not be less than two (2) nor more than eight (8). The holders for the time being of the "A" Ordinary Shares shall be entitled to appoint and remove one or more Directors up to a maximum of four Directors such Directors to be known as "A" Directors. The holders for the time being of the "B" Ordinary Shares shall be entitled to appoint and remove one or more Directors up to a maximum of four Director such Directors to be known as "B" Directors.

(B) Except to the extent herein mentioned, all Directors

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shall be considered as one Board of Directors without any distinction.

(C) All appointments and removals of Directors under this Article shall be effected by notice in writing, signed by the holder of the shares in respect of which such appointment or removal is effected, and left or sent by registered post to the registered office of the Company.

19. Each Director shall have the power to appoint (1) any other Director or (2) any person not disqualified from being a Director of the Company to act as his alternate Director during his absence, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, while so acting, shall be entitled to receive notices of all meetings of the Directors and shall exercise and discharge all the functions, powers, and duties of the Director whom he represents including that of counting in a quorum at any such meeting of Directors. An alternate Director shall ipso facto cease to be alternate director if his appointer ceases for any reason to be a Director. Every such alternate shall be an officer of the Company and shall not be deemed to be an agent of the Director appointing him. An alternate director shall be treated at any meeting of the Directors as an "A" Director if appointed by an "A" Director and a "B" director if appointed by a "B" Director. All appointments and removals made in pursuance of this Article shall be in writing under the hand of the Director making the same and shall be sent to or left at the registered office of the Company.

20. If any Director shall be called upon to perform extra services or to make any special exertions or goes or resides abroad for any purpose of the Company he shall (unless

otherwise expressly resolved by the Company in General Meeting, receive such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses.

#### BORROWING POWERS

21. The Directors may exercise all the powers of the Company to borrow but so that no mortgage or charge upon any of the assets of the Company shall be given without the written sanction of each of the Members for the time being.

#### POWERS AND DUTIES OF DIRECTORS

22. A Director who is in any way whether directly or indirectly interested (whether through persons connected with him as defined in Section 346 of the 1985 Act or otherwise) in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 317 of the 1985 Act. A Director may vote in respect of any contract or arrangement in which he is interested and if he does so vote his vote shall be counted and he may be counted in ascertaining whether a quorum is present at any meeting at which any such contract or arrangement shall come before the Directors for consideration and regulation 94 of Table A shall be modified accordingly.

23. Without in any way limiting or restricting the general powers of the Directors to grant pensions, allowances, or other similar payments to officers or ex-officers, employees or ex-employees of the company or the relatives or dependants of any such persons, it is hereby expressly declared that the Directors may, upon any person who was or is for the time being a Director of the Company ceasing for any cause to hold some other office or place of profit (including that of Managing Director) previously held by him under the Company, make such grants or pay such pension or other retiring or similar allowance to such person or to his relatives or dependants as the Directors may think fit, and it shall be no objection to



any such grant or payment that such person may remain an ordinary Director of the Company entitled to participate in the remuneration payable to the Directors. Any such grant, pension or other allowance may be made payable for such period, and upon such terms and conditions, as the Directors in their discretion may from time to time determine, but shall only be made in respect of some office, place or profit or services as a Director, and any such Director qualifying under this Article for the receipt of a pension may be included in any Superannuation Scheme which is for the time being administered by or on behalf of the Company.

#### PROCEEDINGS OF DIRECTORS

24. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. At any such meeting, the "A" Directors whatever their number present, shall collectively be entitled to cast four votes and the "B" Directors whatever the number present shall collectively be entitled to cast four votes. The "A" Directors shall be entitled to decide between themselves in their absolute discretion the manner in which and by whom all or any of their four votes may be cast. The "B" Directors shall be entitled to decide between themselves in their absolute discretion the manner in which and by whom any of their four votes may be cast. The Chairman shall not be entitled to a second or casting vote and a resolution or question which shall give rise to an equality of votes shall be deemed to have failed. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Regulation 88 of Table A shall be modified accordingly.

25. The "A" Directors and the "B" Directors shall be entitled alternately each year to appoint one of their respective number to be the chairman of the board of directors and may at any time during that year remove that person from

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office and appoint another person in his place. Each person so appointed shall automatically vacate his office at the conclusion of the annual general meeting next following his appointment. The first chairman shall be appointed by the "A" Directors. Every such appointment or removal shall be effected by notice in writing in like manner as provided in Article 18(C). If no chairman is appointed, or, if at any meeting of the directors he is unwilling to preside or is not present within five minutes after the time appointed for the meeting, those directors who are entitled to appoint the chairman, and who are present at the meeting, may appoint one of their number to be the chairman of the meeting, failing which the directors present may appoint one of their number to be the chairman.

26. Unless all the "A" Directors and the "B" Directors otherwise agree at least seven days' notice of every meeting of the Directors, setting out the business to be transacted thereat, shall be given to every Director at the address from time to time notified by him to the Secretary of the Company for that purpose and no business except that in respect of which due notice has been given shall be transacted at that meeting save with the consent of all the Directors or their alternates.

27. The quorum necessary for the transaction of the business of the Directors shall be one "A" Director and one "B" Director present in person or by their duly appointed alternate Director or Directors.

28. The continuing Directors may act notwithstanding any vacancies in their number provided that their body consists of at least one "A" Director and one "B" Director.

29. The meetings and proceedings of any committee of the Directors consisting of two or more members shall be governed by the provisions of these Articles regulating the meetings and proceedings of Directors, so far as the same are applicable an

30-11-89

are not superseded by any regulations made by the Directors under Regulation 72 of Table A.

30. A resolution in writing, signed by all the Directors or by their duly appointed alternate Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and such resolution in writing may consist of several documents in like form each signed by one or more Directors.

#### INDEMNITY

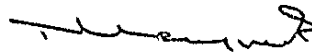
31. Every Director, Managing Director, Agent, Auditor, Secretary, or other chief officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings whether civil or criminal, in which judgment is given in his favour or in which he is acquitted, or in connection with any application under Section 727 of the 1985 Act in which relief is granted to him by the court, and no director or other officer shall be liable for any loss, damage, or misfortune which may happen to or be incurred by the Company in the execution of the duties of this office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the 1985 Act.

SPECIAL RESOLUTION ON NON-APPOINTMENT OF AUDITORS  
COMPANIES ACTS

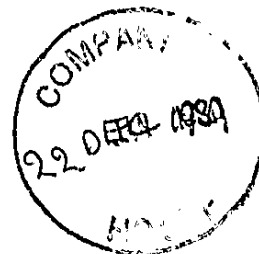
COMPANY NAME : PLANEXIT LIMITED  
COMPANY NUMBER : 2232965

At an Extraordinary General Meeting of the Members of the above named company, duly convened and held at Unit 1, Catherine Street, Warrington on the 1st day of December 1989, the following Special Resolution was duly passed:

THAT AS PROVIDED FOR BY SECTION 252 OF THE COMPANIES ACT 1985 AUDITORS WILL NOT BE APPOINTED.



T Maycock  
Secretary



Number 2232965

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WESTERN AUTO TRADER LIMITED




COPY SPECIAL RESOLUTION PASSED ON 11 NOVEMBER 1991

At an EXTRAORDINARY GENERAL MEETING of the Company duly convened and held at Auto Trader House, Lower Earley, Reading, Berkshire, RG6 4UT, on 11 November 1991 the following Resolution was duly passed as a Special Resolution of the Company:

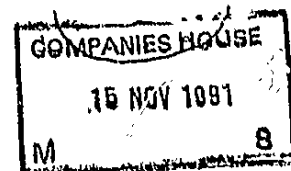
RESOLUTION

That the name of the Company be changed to Western Regional Publishing Limited.

  
.....  
Director

  
Dated ~~13th~~ 1991

13th Nov



# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 2232965

I hereby certify that

WESTERN AUTO TRADER LIMITED

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

WESTERN REGIONAL PUBLISHING LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 4 DECEMBER 1991

*M. Rose*  
M. ROSE

an authorised officer