



COMPANIES FORM No. 12

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

12

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

To the Registrar of Companies
(Address overleaf)

For official use

For official use

[] [] [] []

2311588

Name of company

* WALSHYS FACILITIES LIMITED

I, BRYAN BUHAGIAR

of SHAIBERN HOUSE

28 SCRUTTON STREET

LONDON E.C.2.

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 JOHN LLOYD & CO

7 MAIDEN LANE

LONDON W.C.2.

the TWENTY-FIRST day of SEPTEMBER

One thousand nine hundred and EIGHTY-EIGHT

before me [Signature]

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

Declarant to sign below

[Signature]

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

For official Use

New Companies Section

Post room

COMPANIES REGISTRATION

18 OCT 1988

G**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

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

To the Registrar of Companies
(Address overleaf - Note 8)

For official use

Name of company

* insert full name
of company

* WALSHYS FACILITIES LIMITED

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

SHAIBERN HOUSE	
28 SCRUTTON STREET	
LONDON	
Postcode	EC2A 4RQ

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

CO FORM (U.K.) LIMITED	
SHAIBERN HOUSE, 28 SCRUTTON STREET	
LONDON	
Postcode	EC2A 4RQ

Number of continuation sheets attached (see note 1)

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

CO FORM (U.K.) LIMITED
SHAIBERN HOUSE
28 SCRUTTON STREET
LONDON EC2A 4RQ

For official Use
General Section

Post room

COMPANIES REGISTRATION

1 18 OCT 1988

M OFFICE 3

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) SUSAN BRACONNIER		Business occupation COMPANY DIRECTOR	
Previous name(s) (note 3)		Nationality	
Address (note 4) SHAIBERN HOUSE		BRITISH	
28 SCRUTTON STREET		Date of birth (where applicable)	
LONDON	Postcode	EC2A 4RQ	(note 6)
Other directorships †			
SEE SCHEDULE ATTACHED			
I consent to act as director of the company named on page 1			
Signature		Date 21-9-88	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

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	

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	

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block 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)		BRYAN BUHAGIAR	
Previous name(s) (note 3)			
Address (notes 4 & 7)		SHAIBERN HOUSE, 28 SCRUTTON STREET	
		LONDON	
		Postcode	EC2A 4RQ
I consent to act as secretary of the company named on page 1			
Signature		Date 21-9-88.	

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 21-9-88.	
---	--	---------------	--

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

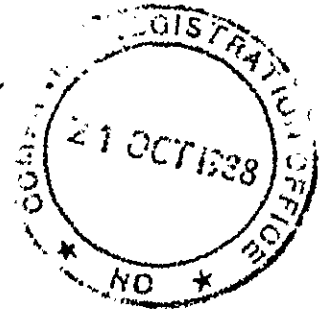
OTHER DIRECTORSHIPS

AQUAHURST LIMITED	ANGLEGROVE LIMITED
ARCHPINE LIMITED	AQUACRAFT LIMITED
ACELAST LIMITED	MELIADATA LIMITED
MEGACROME LIMITED	MEGAPORT LIMITED
MELIASTREAM LIMITED	MANPORT LIMITED
MARINVINE LIMITED	MANSHIRE LIMITED
MEDIAPORT LIMITED	MEDIAFLEX LIMITED
ROUTEHURST LIMITED	ROUTEDATA LIMITED
ROSSDIAL LIMITED	RUBYSTREAM LIMITED
RUBYDISK LIMITED	RISEDISK LIMITED
RENTDATA LIMITED	RIDGEHALE LIMITED
RUMCAST LIMITED	ROWBASE LIMITED
RYEDISK LIMITED	ROTADISK LIMITED
ROUTEFILE LIMITED	RIDGEVINE LIMITED
ROWFAX LIMITED	SABRERISE LIMITED
SABREDATA LIMITED	STRATAFILE LIMITED
SAFEPRIME LIMITED	VENTFORM LIMITED
UPPERMODE LIMITED	UNITSELL LIMITED
VENDOAK LIMITED	VENTFILE LIMITED
VASTCREST LIMITED	VENTFORM LIMITED
VASTGROVE LIMITED	WARDHYDE LIMITED



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
of
WALSHYS FACILITIES LIMITED

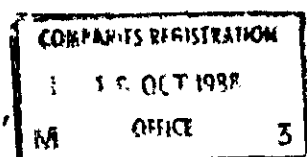
2311588



1. The Company's name is Walshys Facilities Limited
2. The Company's registered office is to be situated in England.
3. The Company's objects are:-

(A)(1) To carry on the business as producers of and buyers, sellers and dealers in video tapes, videogrammes, video discs and other audio visual programmes and films for television broadcasting, close circuit and arena use for all commercial and educational purposes; to undertake all design work and to specialise in the production of all advertising and sales promotional aids and systems for the professions, commerce and industry; and to undertake all script work and pre and post production services, in exhibition distribution and advertising including the recording, promotion and sale of music, records and tapes; to undertake the cutting, editing and preparation of film videos and recording tapes; to prepare and produce films from original reels and to edit and adapt them for cinema and television and to undertake the application of sound tracks and special effects and to undertake all necessary printing and printwork.

(2) To carry on the business of repairing, restoring, cleaning, maintaining, improving, altering, installing, extending or destroying any vehicle, plant, machinery, work of art, substance,



BScot/t200
✓
04082

or material or article of commercial, manufacturing, personal, decorative or household use.

(3) To carry on the business of banking, insuring, underwriting, negotiating loans and lending money (with or without security) for any purpose and in connection with any kind of agreement or arrangement or transaction whatsoever, administering trust and pension funds, debt collecting and acting as bailiffs and dealers in any kind of securities, commodities, metal or foreign exchange whether on a recognised exchange or otherwise.

(4) To undertake and execute agency or commission works of all kinds and to act generally as agents, brokers, organisers, factors, consultants and advisers for and in connection with financing, insurance, sale or purchase of goods, investments or any kind of property and the provisions of services, travel, transport and carriage, building and engineering management, public relations and publicity, conferences, exhibitions, admission to and organisation of theatrical and sporting events and the provision of housing and other accommodation.

(5) To carry on the business of supplying personnel to perform every kind of service or duty to businesses of every kind and for domestic purposes and to provide services to commerce and industry whether secretarial and clerical computer or accountancy services, market research and information storage, security, cleaning, repair and maintenance or any other service which may be required.

(6) To carry on the business of buying and selling, developing and improving land and buildings for investment purposes or otherwise and to charge and grant rights and interests of any kind in or over such land or buildings or any part thereof.

(7) To carry on the business of designing, erecting, constructing, altering, restoring, repairing, extending and executing any work in connection with any buildings and structures of whatsoever description and any part thereof including any installation for the purpose of heating, lighting or providing water, gas, electricity or other services to the building or any other purpose and to carry on the business of market and landscape gardeners, estate and land agents, auctioneers and valuers in connection with any land, building or chattels whatsoever and to breed and race or show any bloodstock, livestock, or domestic animals.

(8) To carry on the business of providing transport and carriage of passengers and goods of every description whether in the United Kingdom or elsewhere by land, rail, sea and air and or acting as haulage contractors, lightermen, stevedores, car men, wharfingers, carting contractors, cargo superintendents, packers, hauliers and warehousemen.

(9) To carry on business in the entertainment and leisure industry as producers, managers, broadcasters, promoters, directors, casting agents, distributors, and publishers in respect of any kind of film, videogram, television or radio programme, sporting event, theatrical

or musical production, commercial, book, magazine, periodical, record, cassette, photograph and to act as organisers and to provide services in connection with any sporting, theatrical musical or other public event or performance and to act as agents and promoters of any performer or personality and to manage any cinema, theatre, dance hall or other place of entertainment or amusement.

(10) To carry on the business of advertisers and promoters of every kind of product, printers using processes or every description, lithographers, engravers, graphic artists, writers, illustrators, and artists working in any medium whatsoever and to undertake the marketing and distribution of all or any products or works produced in the course of any of the said businesses.

(11) To carry on the business of hoteliers, innkeepers, licensed victuallers, restaurateurs and retail or wholesale suppliers of food products, meals and drinks (alcoholic and non-alcoholic) for consumption on any premises whether owned by the Company or otherwise and elsewhere and to provide over-night accommodation to any person for any consideration in premises owned or leased by the Company.

(12) To carry on the business of beauticians, hairdressers, fashion consultants and of health club, clinic and gymnasium proprietors and managers, cosmetic surgeons and every other business concerned or connected with the improvement of the health and appearance of the human body and its adornment and to carry on business as funeral directors and undertakers.

(13) To carry on the business of providing education and training to any person of whatsoever age and description in any subject, art or skill whatsoever and to provide career counselling.

(14) To carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the Company's activities or to further any of its objects.

(B) To borrow or raise money with or without security including the issue of debentures or debenture stock and mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company as the case may be and upon all such or any other terms as the Directors may consider expedient.

(C) To purchase or otherwise acquire and otherwise deal with any shares, stocks, debentures, debenture stock, bonds or securities of any other company or corporation carrying on business in any part of the world or to hold the same, and to purchase shares of the Company in accordance with the provisions of the Companies Act 1985 and any legislation, rule or order amending or extending the same.

(D) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, real or personal, whether tangible or intangible and wheresoever situate, which the Directors may think necessary or convenient for the purposes of the Company's business and to sell, lease, hire, grant rights in or over, improve, manage or develop all or any part of such property or otherwise deal with the same.

(E) To build, construct, maintain, alter, pull down, repair, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid.

(F) To apply for and take out, purchase or otherwise acquire and to hold any patents, licences, copyrights and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem to the company directly or indirectly to benefit the company, and to use, assign or otherwise deal with the same, grant licences in respect of the same or otherwise turn to account any rights or information required.

(G) To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debenture stock bonds, stocks and securities of any company or corporation wheresoever and howsoever incorporated at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed.

(H) To establish, exchange, lease, dispose of, or otherwise deal with the whole or any part of the assets or undertaking of the company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other Company.

(I) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm, or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction which the Directors consider capable of being conducted so as directly or indirectly to benefit the Company.

(J) To acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(K) To lend money or give credit with or without security on such terms as the Directors may decide and to receive money on deposit or loan from and give guarantees or act as surety for any person, firm or companies.

(L) To invest and deal with the monies of the Company not immediately required for the purpose of its business in or upon such investment and securities and in such manner as may from time to time be considered expedient.

(M) To remunerate any employee or other person, firm or company rendering services to the Company whether by cash payment or otherwise or by the allotment of shares, debentures, or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the formation and promotion expenses of the Company and of any company formed or promoted by the Company or associated with it, and to pay for any rights, interest or other property real or personal acquired by the Company by any means in any manner whatsoever.

(N) To establish, support or aid whether financially or otherwise in the establishment and support of associations, institutions, clubs, funds, trusts, and schemes calculated to benefit the directors, ex-directors, officers, ex-officers, employees or ex-employees of the company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid, their families, dependants or connections and to subscribe or contribute to any charitable, benevolent or useful object of a public character.

(O) To take stock or shares in, or the debentures, mortgage debentures or other securities of any other company or any other property services, rights or interests in payment or part payment for any services, rendered or for any sale made to or debt owing from any such company and to hold or otherwise to deal in any manner with any such property rights or interests.

(P) To sell, exchange, lease, dispose of or otherwise deal with the whole or any part of the assets or undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other company.

(Q) To draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments.

(R) To distribute among the members in specie (subject to the provisions of the Companies Act 1985 and any legislation, rule or order extending or amending the same) any property of the company, or any proceeds of sale or disposal of any property of the Company and for such purposes to distinguish and separate capital from profits, 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.

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

(T) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. The Company's share capital is £100.00 divided into 100 shares of £1.00 each. The Company has the power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

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

NAME, ADDRESSES AND DESCRIPTION
OF SUBSCRIBERS

NUMBER OF SHARES
TAKEN BY EACH
SUBSCRIBER

Mr John Walsh
90 Mortimer Road
Islington
London
N1 3ES U.K.

50

TV and video producer

.....
Signature

Ms Lesley Johnson
90 Mortimer Road
Islington
London
N1 3ES U.K.

50

Journalist/producer

.....
Signature

DATE: 21st day of September 1988

WITNESS to the above signature:-

NAME:- MARK TANTON

ADDRESS:- Flat B, 90 Mortimer Rd
London N1

OCCUPATION:-

CHIEF EXECUTIVE
SUPERVISOR

.....
Signature

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
WALSHYS FACILITIES LIMITED

Preliminary

1. Subject as hereinafter expressly excluded or modified the regulations set out in Table A in the Companies (Tables A to F) Regulations 1985, (such Table being hereinafter referred to as "Table A") shall apply to the Company and shall be deemed to be incorporated herein, and together with the Articles hereinafter contained shall be the regulations of the Company.

2. The following regulations of Table A shall not apply to the Company videlicet;-8. 64-70 (inclusive), 73-75 (inclusive), 94 and 95.

Private Company

3. The Company is a private Company, and accordingly;

(1) the Company shall not offer any shares in or debentures of the company to the public (whether for cash or otherwise);

(2) the Company shall not 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 such shares or debentures being offered to the public;

and sections 58(3), 59 and 60 of the Companies Act 1985 shall apply for the purposes of this Article as they apply for the purposes of the said Act.

Shares

4. All unissued shares of the Company (whether in the original or any increased capital) shall be under the control of the Directors, who may allot, grant options over, offer or otherwise deal with or dispose of the same to such persons (including any Directors at such time and on such terms and generally in such manner as they think fit); and the Directors are hereby generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to exercise the powers of the Company to allot relevant securities (as defined in the said section 80), and are empowered to make offers or agreements which would or might require relevant securities (as so defined) to be allotted after the expiry of such authority,

but so that unless and until such authority is at any time and from time to time revoked, varied or renewed in accordance with this said section 80;

- (1) the maximum amount of the relevant securities (as so defined) that may be allotted under such authority shall be the amount of the original share capital with which the Company is registered; and
- (2) such authority shall expire immediately before the fifth anniversary of the date of the Company's incorporation.

5. Sections 89(1), 90(1) - (6) of the Companies Act 1985 are hereby excluded in their application to the Company in relation to allotments of equity securities (as defined in the said section 80).

6. The Company may at any time and from time to time exercise the power conferred by section 162 of the Companies Act 1985 of purchasing its own shares (including redeemable shares) and such power shall be exercised subject to and in accordance with the provisions of Chapter VII of the said Act.

Lien

7. The Company shall have a first and paramount lien on every share (whether fully paid or not) registered in the name of any person (whether solely or jointly with others), and upon the proceeds of sale thereof, for his debts liabilities and engagements solely or jointly with any other person to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not; and such lien shall extend to all dividends from time to time payable in respect of such shares.

Transfer and Transmission of Shares

8. A transfer of a fully paid share need not be signed by or on behalf of the transferee, and regulation 23 of Table A shall be modified accordingly.

9. The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any shares, whether or not it is a fully paid share.

Directors

10. Unless and until the Company in general meeting otherwise determines, the number of Directors shall not be more than nine but need not exceed one. If and so long as the minimum number of Directors fixed by or pursuant of these Articles is less than two, a sole director may exercise all the powers and authorities vested in the Directors and regulation 89 of Table A shall not apply.

11. A person may be appointed or elected director notwithstanding that he shall have attained the age of seventy years and no director shall be liable to vacate office by reason of his attaining or having attained that or any other age.

Alternate Directors

12. Any director may at any time appoint any person approved by resolution of the Directors to be his alternate, and may at any time remove such alternate. An alternate shall not require any share qualification and shall not be entitled to any remuneration from the company otherwise than out of the of the remuneration of the Director appointing him and agreed between him and such Director.

13. An alternate shall (subject to giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and to attend and vote as a Director at any such meetings at which the Director appointing him is not personally present, and generally in the absence of such Director to perform all such Director's functions.

14. Any person appointed to be an alternate shall automatically cease to be an alternate if the person appointing him ceases for any reason to be a Director (or if notice removing him is given by a majority in number of the Directors other than the person appointing him).

15. All appointments and removals of alternates shall be effected by instrument in writing under the hand of the directors making or of the Director or Directors revoking such appointment and shall be left at the Company's registered office.

Powers and duties of Directors

16. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company (including the powers expressly mentioned in the Memorandum of Association of the Company) and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by general law or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to the provisions of the Statutes and of these Articles and to such directions (whether or not inconsistent with these Articles) as may be prescribed by the Company by special resolution; but no such Director and no alteration of these Articles shall invalidate any prior act of the Directors which would have been valid if that Director or alteration had not been prescribed or made. The general powers given by this Article shall not be limited or restricted by any special authority of power given to the Directors by any other provision of these Articles.

17. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge all or any part or parts of the Company's undertaking, property and uncalled capital, and (subject to compliance with the requirements of section 80 of the Companies Act 1985) to issue debentures, debenture stock, and other securities, whether outright or as security for any debt, liability or obligation of the company or any third party.

18. Subject to the provisions of section 317 of the Companies Act 1985 a Director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, or in respect of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof and if he shall vote his vote shall be counted and he shall be reckoned in the quorum at any meeting when any such contract or arrangement or other matter is under consideration.

Indemnity

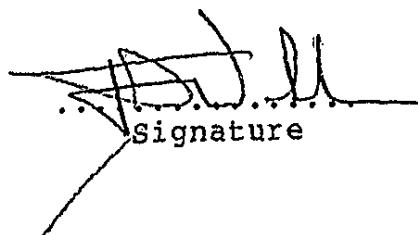
19. Subject to section 310 of the Companies Act 1985 and in addition to such indemnity as is contained in regulation 118 of Table A, every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, losses, expenses and liabilities incurred by him in the execution or discharge or purported execution or discharge of his duties or in relation thereto.

WE, the subscribers to these Articles of Association, wish to be formed into a company pursuant to these Articles of Association.

NAME, ADDRESSES AND DESCRIPTION
OF SUBSCRIBERS

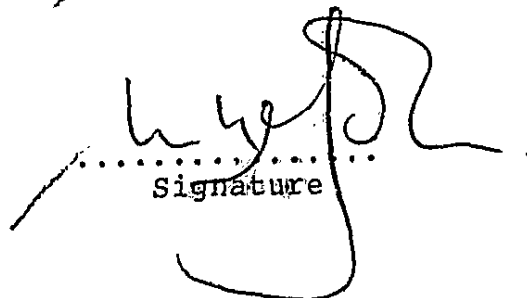
Mr John Walsh
90 Mortimer Road
Islington
London
N1 3BS 4LH

TV and video producer


.....
Signature

Ms Lesley Johnson
90 Mortimer Road
Islington
London
N1 3BS 4LH

Journalist/producer


.....
Signature

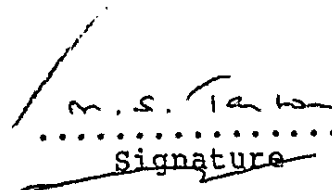
DATE: 21st day of September 1988

WITNESS to the above signature:-

NAME:- MARK TANTON

ADDRESS:- FLAT B, 90 MORTIMER RD
LONDON N1

OCCUPATION:-
CHARITABLE SURVEYOR


.....
Signature

FILE COPY



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

No. 2311588

I hereby certify that

WALSHYS FACILITIES 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 1 NOVEMBER 1988

A handwritten signature in cursive script, appearing to read 'B.M. Jones'.

Mrs. B.M. JONES

an authorised officer

**Notice of accounting reference date**
(to be delivered within 6 months of
incorporation)**224**Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

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2311588

Name of company

* WALSHYS FACILITIES LIMITED

* insert full name
of companygives 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 along-
side should be
completed as in the
following examples:

Day Month

3	1	1	0
---	---	---	---

5 April
Day Month

0	5	0	4
---	---	---	---

30 June
Day Month

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

31 December
Day Month

3	1	1	2
---	---	---	---

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

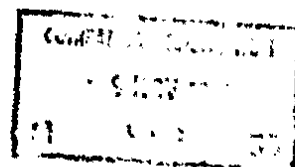
Signed

Designation: DIRECTOR

Date 7/11/86

Presentor's name address and
reference (if any):For official Use
General Section

Post room



**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

--	--	--	--

2311588

Name of company

Insert full name
of company

* WALSHYS FACILITIES LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 25th May, 1990 the nominal capital of the company has been increased by £ 100 beyond the registered capital of £ 100.

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 (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follows:

The new shares are subject to the conditions set out in the Articles adopted on the same date as the increase.

Please tick here if
continued overleaf

--

Insert Director,
Secretary,
Administrator,
Administrative
Receiver or Receiver
in Scotland as
appropriate

Signed

Designation: DIRECTOR

Date 25th May, 1990

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

For official use

General section

Post room

Number of Company 2311588

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
(Pursuant to S.378 (2)-(3) of the Companies Act 1985)

of

WALSHYS FACILITIES LIMITED

Passed: 25th May 1990

At an Extraordinary General Meeting of the above named Company, duly convened and held at 42 Bedford Court Mansions, Bedford Avenue, London WC1B 3EG on 25th May 1990 the subjoined resolutions were duly passed:

SPECIAL RESOLUTIONS

1. That the Articles of Association tabled before the meeting be adopted as the Articles of Association of the Company in substitution for the existing Articles of the Company
2. That the authorised share capital of the Company be and it is increased from £100 to £200 by the creation of an additional 40 Ordinary Shares of £1 each and 60 'A' Ordinary Shares of £1 each

.....
Director / Secretary

Dated:

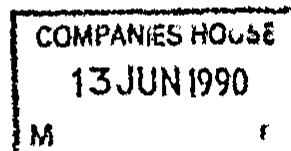


THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of

WALSHYS FACILITIES LIMITED

0466H/CBS/25.5.90



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

WALSHYS FACILITIES LIMITED

PRELIMINARY

1. The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A - F) Regulations 1985 ("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.

2. In Regulation I, between the words "regulations" and "the Act", the words "and in any Articles adopting the same" shall be inserted.

SHARE CAPITAL AND CLASS RIGHTS

3.(A) The authorised share capital of the Company at the date of the adoption of these Articles is £200 divided into:

- (1) 140 Ordinary Shares of £1 each (the Ordinary Shares");
- (2) 60 'A' Ordinary Shares of £1 each (the "'A' Ordinary Shares");

(B) Save as provided in Article 4 below and subject to any special terms and conditions of any shares, all the Shares in the capital of the Company shall rank *pari passu* in all respects.

4. SPECIAL RIGHTS ATTACHED TO 'A' ORDINARY SHARES

The special rights attaching to the 'A' Ordinary Shares are as follows:

Class Consents

(a) Without prejudice to the restrictions contained in these presents as to the modification of the rights attached to classes of shares, the consent or sanction of the holders of the 'A' Ordinary Shares given as specified in sub-paragraph 4(A)(b) below shall be required to each of the following, each of which without such consent shall constitute a variation of the rights attached to the 'A' Ordinary Shares:

- (i) to the creation, allotment or issue of any shares or securities by the Company or any subsidiary or to the grant of any right to require the allotment or issue of any such shares or securities (other than the creation, allotment or issue of any shares or securities on the date of adoption of these Articles);

- (ii) to increase, reduce, repay, repurchase, sub-divide, consolidate or otherwise vary the share capital of the Company or reduce the amount, if any, standing to the credit of the share premium account or capital redemption reserve fund;
- (iii) to amend any provision of the Memorandum or Articles of Association of the Company;
- (iv) any member's petition or member's resolution to wind up the Company or any subsidiary of the Company;
- (v) to give any guarantee of any obligation by any other person;
- (vi) to borrow or lend any sum or accept or extend any financial facility or repay or discharge any sum advanced or liability owed (other than in the ordinary course of trade);
- (vii) to make an alteration in the nature of the business of the Company or dispose of any assets or activities which are fundamental to the business of the Company;
- (viii) to incorporate any subsidiary company or acquire any shares or other securities in any other body corporate or enter any obligation to do so;
- (ix) to make any distribution of assets or declare any dividend in favour of the shareholders;

Or to enter into any contract or arrangement to do any of the above.

- (b) The consent required pursuant to sub-paragraph 4(A)(a) shall be consent of the holder or holders of the majority 'A' Ordinary Shares and may be given either in writing by or on behalf of such member or by the 'A' Directors in writing or given and minuted at a duly convened meeting of the Board of Directors of the Company.

VARIATION OF RIGHTS

5. Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of three quarters of the issued shares of the class, or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise).

ISSUE OF SHARES

- 6.(A) Subject to the provisions of paragraph (B) of this Article, the Directors are hereby authorised for the purposes of section 80 of the Act to exercise the powers of the Company to offer, allot, agree to allot, grant any right to subscribe for or to convert any security into, and otherwise dispose of any of the Shares in the capital of the Company for the time being unissued to such

persons (including any Directors) at such times and generally on such terms and conditions as they think proper but subject to any direction to the contrary given by the Company in General Meeting and to the terms on which any Shares are or have been created or issued.

- (B) The authority contained in paragraph (A) of this Article:
- (1) shall expire 14 days following the date of the adoption of these articles save any obligation or contingent obligation assumed or incurred during such period may be performed or fulfilled notwithstanding that such performance or fulfilment may take place after the expiry of such period
 - (2) shall be limited to the exercise by the Directors in relation to securities having a maximum nominal value of £100
- (C) Subject to Article 4 the authority of the Directors to allot relevant securities may be varied, revoked or renewed by Resolution of the Company in accordance with the provisions of the Act.

LIEN

7. Without prejudice to the lien conferred by Regulation 8, the Company shall have first and paramount lien on all Shares for all monies presently payable by a Shareholder or his estate to the Company. The liens conferred by Regulation 8 shall attach to fully paid Shares and to all Shares registered in the name of any person so 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.

TRANSFER OF SHARES

- 8.(A) All transfers of Shares may be effected by transfer in writing in the usual common form, or in such other form as the Directors may accept, and may be under hand only.
- (B) The instrument of transfer of a Share shall be signed by or on behalf of the transferor and (unless the Directors in their discretion otherwise resolve) in the case of a transfer of partly paid Shares shall be signed by both the transferor and the transferee.
- (C) The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register of Members in respect thereof.
- 9.(A) Notwithstanding any other provisions of these presents, the Directors shall decline to register any transfer of any Share (including the renunciation of any letter of allotment) on which the Company has a lien.
- (B) Subject to the provisions of these presents, Shares may be transferred without prior compliance with the remaining paragraphs of this Article in any of the following circumstances:
- (1) Any Member may transfer any Shares to any of the following persons:
 - (a) his spouse, son or daughter;

- (b) the trustees of a trust the only beneficiaries of which are all or any of any present or future spouse or issue of himself ("family beneficiaries") together with any other person or persons included as a beneficiary or beneficiaries but who can benefit only in the event of the death of all family beneficiaries under the trust PROVIDED THAT if all such family beneficiaries should die the trustees of the trust shall either transfer the Shares held by them to some person to whom the person who transferred the Shares to them would be (or if he were alive would be) entitled to transfer the same under this paragraph or shall issue (and not withdraw) a Transfer Notice in respect of the same pursuant to paragraph (E) of this Article;
- (2) The Shares held by the trustees of any trust may be transferred to the new trustees of that trust upon a change of trustees;
- (3) Any Shares held by the trustees of a trust which is within the provisions of sub-paragraph (B)(1)(b) of this Article may be transferred to a person who is or becomes entitled thereto under the terms of the trust;
- (4) Any Member, being a body corporate, may transfer any Shares to any other body corporate which is the holding company of the Member or any other subsidiary of the holding company of the Member provided that if the transferee ceases to be such a subsidiary then the transferee will forthwith upon notice by the Directors transfer such Shares to a company which is such a subsidiary

PROVIDED THAT in the case of transferees within paragraphs (1), (2) and (3) above upon the transferee ceasing to be in the same relationship to the transferor as that which caused the transfer to be permitted within this Article the transferee shall be obliged to serve a Transfer Notice within the terms of paragraph (E) below

- (C) Except as provided in the preceding paragraph (B), no Shares shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted or the holder or holders of all the issued Shares of each class have consented in writing to the transfer.
- (D) Every person who desires or intends to transfer any Share or Shares (other than in the circumstances referred to in paragraph (B) of this Article) ("the Intending Transferor") shall give to the Company notice in writing of such intention ("a Transfer Notice").
- (E) Any Transfer Notice shall specify:
 - (1) The name of the intended transferee (if any);
 - (2) The number and class of Shares intended to be transferred;
 - (3) In the case of a sale, the price payable and the time for payment thereof, any other material terms relevant to the sale (including any warranties and indemnities to be given) and any assistance to be given to the intended transferee for payment of the price and satisfaction of his other obligations in relation to his acquisition of the Shares by the Intending Transferor and his associates.

- (F) No Transfer Notice shall relate to more than one class of Shares.
- (G) The Transfer Notice may contain a provision that unless all the Shares comprised therein are sold by the Company pursuant to this Article, none shall be so sold and any such provision shall be binding on the Company unless the Transfer Notice shall have been served compulsorily or have been deemed to have been served pursuant to these presents.
- (H) Subject as hereinafter mentioned, service of a Transfer Notice shall be irrevocable and shall irrevocably (subject to paragraph (J) of this Article) constitute the Company the agent of the Intending Transferor for the sale of the Share or Shares the subject thereof (hereinafter called the Sale Shares) in one or more lots at the discretion of the Directors at a price to be agreed between the Intending Transferor and the Directors, or, in default of agreement, at the price certified by the Company's auditors ("the Auditors") pursuant to paragraph (I) of this Article.
- (I) If the Auditors are required to certify the price of the Sale Shares, the price shall be that sum which the Auditors certify in writing to be in their opinion that proportion of the fair value as at the date of the Transfer Notice of the Sale Shares taking into account any bona fide offer from any person not being a Member to purchase any Shares comprised in or of the class comprised in the Transfer Notice and for this purpose "fair value" shall be that sum which represents the fair value of the Sale Shares on the basis of a willing seller and a willing buyer but without discount or premium on account of the proportionate size of the holding in the company represented by the Sale Shares. In so certifying, the Auditors shall act as experts and not arbitrators and their decision shall be final and binding upon the parties.
- (J) If the Auditors are asked to certify the fair value as aforesaid their certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Intending Transferor who may by notice in writing given to the Company within ten days of the service upon him of the said certified copy (as to which time shall be of the essence) cancel the Company's authority to sell the Sale Shares.
- (K) The cost of obtaining any Auditors' certificate shall be borne by the Company unless the Intending Transferor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.
- (L) Upon the price being fixed as aforesaid and provided the Intending Transferor (being entitled so to do) does not give notice of cancellation as aforesaid, the Company shall forthwith by notice in writing inform each Member (other than the Intending Transferor) of the number and price of the Sale Shares and invite each such Member to apply in writing to the Company within twenty-eight days of the date of despatch of the Company's notice (which date shall be specified therein) for such maximum number Sale Shares (being all or any thereof) as he shall state in such application. Any application made by any Member not entitled to receive such invitation shall be disregarded.
- (M) If any of the said Members shall within the said period of twenty-eight days apply for all or (except where the Transfer Notice properly provides otherwise) any of the Sale Shares, the Company by written notice to the applicants and the Intending Transferor ("the Allocation Notice") shall

allocate the same (or so many of them as shall be applied for as aforesaid):

- (1) first, to and amongst the applicants who are Members holding Shares of the same class as the Sale Shares (and in case of competition pro rata according to the number of Shares of that class of which they are registered or unconditionally entitled to be registered as holders); and
- (2) second, (if any of the Sale Shares remain after such applicants have been satisfied in full) to and amongst the applicants (and in case of competition pro rata according to the number of Shares (irrespective of class) in respect of which they are registered or unconditionally entitled to be registered as holders)

PROVIDED THAT no applicant shall be obliged to take more than the maximum number of Shares specified by him as aforesaid.

- (N) The Intending Transferor shall be bound to transfer the Shares comprised in an Allocation Notice to the purchasers named therein against payment of the price at the time and place therein reasonably specified (or if none be so specified then fifty-six days from the date of the allocation notice, at the Office); and if he shall fail to do so, each of the Directors severally shall be deemed to have been appointed attorney of the Intending Transferor with full power to execute, complete and deliver, in the name and on behalf of the Intending Transferor, transfers of the Sale Shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quitance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the Shares so transferred to him. 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 Intending Transferor.
- (O) During the six months following the expiry of the said period of twenty-eight days referred to in paragraph (M) of this Article the Intending Transferor may transfer any Share not allocated in an Allocation Notice to the person or persons named in that behalf in the Transfer Notice upon the terms therein specified (but not otherwise save in accordance with the provisions of this Article). Provided that, if the Intending Transferor stipulated in his Transfer Notice that unless all the Shares comprised therein were sold pursuant to this Article, none should be so sold, the Intending Transferor shall not be entitled to transfer only some of the Shares comprised in his Transfer Notice.

ALTERATIONS OF SHARE CAPITAL

10. Regulation 32 shall be modified by replacing the words "Ordinary Resolution" with the words "Special Resolution".

PROCEEDINGS AT GENERAL MEETINGS

- 11.(A) Subject to any rights or restrictions attached to any Shares, and subject to Article 14(A), on a show of hands every Member entitled to vote on the matter under consideration who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a Member entitled to a vote, shall have one vote, and

on a poll every Member shall have one vote for every share of any class (other than a class the terms of issue of which contain no right to vote or no right to vote upon the matter the subject of the vote) of which he is the holder. Regulation 54 shall not have effect.

- (B) Regulation 50 shall not have effect and the Chairman shall not be entitled to a casting vote.

12. In regulation 62 the word "notarially" shall be replaced by the words "notarially or in accordance with the Powers of Attorney Act 1971".

DIRECTORS

13. Unless otherwise agreed by Ordinary Resolution the maximum number of Directors shall be four and the minimum number of Directors shall be two.

14.(A) The holders of the 'A' Ordinary Shares shall be entitled at any time and from time to time to appoint any two persons as directors of the Company ("the 'A' Directors") and shall be entitled to determine the period for which such person or persons is to hold office and to remove from office any person or persons so appointed, but so that there shall not be in office at any one time more than one person appointed pursuant to this provision. On any resolution for the appointment or removal of any person or persons as a director pursuant to this paragraph, each share held by the person or persons entitled to appoint such director shall carry one thousand votes and no other shares shall carry any vote. Every appointment, determination or removal made pursuant to this paragraph shall be made by notice in writing, signed by or on behalf of the person or persons entitled to make the same and shall be deposited at the office or delivered to a meeting of the Board.

(B) Any Director (other than an alternate director) may appoint any other person willing to act (not being a person who would otherwise be barred by law or these articles from acting as a director in his personal capacity to be his alternate and remove from office and alternate director so appointed by him. Regulation 65 shall not apply to the Company

15. The Directors shall not be required to retire by rotation and accordingly:

- (a) Regulations 73 to 77 (inclusive) shall not apply to the Company; and
- (b) Regulation 78 shall be ended at the words "as an additional director" and the succeeding words shall not apply to the Company; and
- (c) Regulation 79 shall be ended at the end of the first sentence thereof and the succeeding sentence shall not apply to the Company.

16. Section 293 of the Act shall not apply to the Company and a person shall be capable of being appointed and continuing to hold office as a Director notwithstanding that he has attained the age of seventy or any other age and no special notice shall be required in relation to his appointment or reappointment.

PROCEEDINGS OF DIRECTORS

- 17.(A) The Directors may meet together for the despatch of business, adjourn and, subject as hereinafter provided, otherwise regulate their meetings and proceedings as they think fit. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Unless all the directors alternatives consent at least 48 hours' advance written notice of meetings of the Directors shall be given to all Directors attaching an agenda of matters to be discussed. In the case of a Director residing outside or absent from the United Kingdom, notice shall be given by telex facsimile transmission or cablegram to such Director's address for the time being supplied for the purpose to the Secretary of the Company by such Director (or, if no such address has been supplied, his last known address). No business shall be transacted which is not noted on the agenda unless all the Directors of the Company for the time being shall agree. The Chairman shall have a casting vote. Regulation 88 shall be amended accordingly.
- (B) The quorum for the transaction of the business of the directors may be fixed by the Directors and unless so fixed at any number shall be two including one 'A' Director then holding office and one ordinary Director. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. Regulation 89 shall not apply.
- (C) On any resolution proposed to the Directors each of the 'A' Directors present shall have a number of votes equal to the 'A' Ordinary Shares in issue divided by the number of 'A' Directors present and the other directors present shall have a number of votes equal to the number of Ordinary Shares in issue divided by the number of such directors present.
- (D) In determining whether a meeting is quorate and in the transaction of the business of any meeting a director shall be deemed to be present if during the course of such business he is in simultaneous two way verbal communication with the meeting whether by telephone, radio, audio visual link or otherwise.
20. In Regulation 93 "writing" shall include telex facsimile transmission and cablegram and any other means of reproducing words in tangible permanent form which in each case shall be deemed to be signed by a Director if his name appears at the foot thereof.
21. Subject to the provisions of Section 317 of the Act, a Director may vote in respect of any service contract (other than in relation to remuneration thereunder) in which he or any person connected with him is interested and may be counted in the quorum present at any meeting of the Directors at which such contract or arrangement is considered. Regulation 94 shall be construed accordingly.

EXERCISE OF SHAREHOLDER'S RIGHTS

22. Any Shareholder of the Company, empowered under these Articles to give or join in giving any notice to the Company, may sign such notice either personally or by his attorney or other agent duly authorised in writing in that behalf, or, being a corporation, under the hand of some person duly authorised by the Board of Directors or other governing body of that corporation. Every such notice shall take effect from the time of its receipt by the Company and may consist of several documents each signed by one or more such Shareholders.

Company No. 2311588

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES
SPECIAL RESOLUTION OF

WALSHYS FACILITIES LIMITED

At an extraordinary general meeting of the above named Company, duly convened and held on *10th November* 1994 at *11.35* am the following resolution was passed as a special resolution of the Company:-

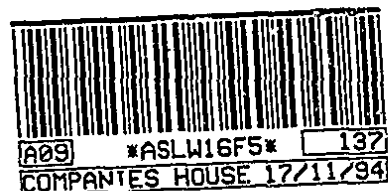
SPECIAL RESOLUTION

That the articles of association of the company be amended by the deletion thereof of Article 13 and substitution therefor of the following:-

"Unless otherwise agreed by ordinary resolution, the maximum number of directors shall be five and the minimum number of directors shall be two".

.....*David Roche*.....

Chairman



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

A R T I C L E S O F A S S O C I A T I O N
of

WALSHYS FACILITIES LIMITED

PRELIMINARY

1. The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A-F) Regulations 1985 ("Table "A") shall apply to the Company save insofar 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.
2. In Regulation I, between the words "regulations" and "the Act", the words "and in any Articles adopting the same" shall be inserted.

SHARE CAPITAL AND CLASS RIGHTS

3. A. The authorised share capital of the Company at the date of the adoption of these Articles is £200 divided into:
 - (1) 140 Ordinary Shares of £1 each (the "Ordinary Shares");
 - (2) 60 "A" Ordinary Shares of £1 each (the "'A" Ordinary Shares").
- B. Save as provided in Article 4 below and subject to any special terms and conditions of any shares, all the Shares in the capital of the Company shall rank pari passu in all respects.



SPECIAL RIGHTS ATTACHED TO "A" ORDINARY SHARES

4. The special rights attaching to the "A" Ordinary Shares are as follows:

Class Consents

- (a) Without prejudice to the restrictions contained in these presents as to the modification of the rights attached to classes of shares, the consent or sanction of the holders of the "A" Ordinary Shares given as specified in sub-paragraph 4(A)(b) below shall be required to each of the following, each of which without such consent shall constitute a variation of the rights attached to the "A" Ordinary Shares:
- (i) to the creation, allotment or issue of any shares or securities by the Company or any subsidiary or to the grant of any right to require the allotment or issue of any such shares or securities (other than the creation, allotment or issue of any shares or securities on the date of adoption of these Articles);
 - (ii) to increase, reduce, repay, repurchase, subdivide, consolidate or otherwise vary the share capital of the Company or reduce the amount, if any, standing to the credit of the share premium account or capital redemption reserve fund;
 - (iii) to amend any provision of the Memorandum or Articles of Association of the Company;
 - (iv) any member's petition or member's resolution to wind up the Company or any subsidiary of the Company;
 - (v) to give any guarantee of any obligation by any other person;
 - (vi) to borrow or lend any sum or accept or extend any financial facility or repay or discharge any sum advanced or liability owed (other than in the ordinary course of trade);
 - (vii) to make an alteration in the nature of the business of the Company or dispose of any assets or activities which are fundamental to the business of the Company;
 - (viii) to incorporate any subsidiary company or acquire any shares or other securities in any

other body corporate or enter any obligation to do so;

- (ix) to make any distribution of assets or declare any dividend in favour of the shareholders;

Or to enter into any contract or arrangement to do any of the above.

- (b) The consent required pursuant to sub-paragraph 4(A)(a) shall be consent of the holder or holders of the majority "A" Ordinary Shares and may be given either in writing by or on behalf of such member or by the "A" Directors in writing or given and minuted at a duly convened meeting of the Board of Directors of the Company.

VARIATION OF RIGHTS

- 5. Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) with the consent in writing of the holders of three quarters of the issued shares of the class, or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise).

ISSUE OF SHARES

- 6.(A) Subject to the provisions of paragraph (B) of this Article, the Directors are hereby authorised for the purposes of section 80 of the Act to exercise the powers of the Company to offer, allot, agree to allot, grant any right to subscribe for or to convert any security into, and otherwise dispose of any of the Shares in the capital of the Company for the time being unissued to such persons (including any Directors) at such times and generally on such terms and conditions as they think proper but subject to any direction to the contrary given by the Company in General Meeting and to the terms on which any Shares are or have been created or issued.

- (B) The authority contained in paragraph (A) of this Article:

- (1) shall expire 14 days following the date of the adoption of these articles save any obligation or contingent obligation assumed or incurred during such period may be performed or fulfilled notwithstanding that such performance or fulfilment may take place after the expiry of such period

- (2) shall be limited to the exercise by the Directors in relation to securities having a maximum nominal value of £100
- (C) Subject to Article 4 the authority of the Directors to allot relevant securities may be varied, revoked or renewed by Resolution of the Company in accordance with the provisions of the Act.

LIEN

7. Without prejudice to the lien conferred by Regulation 8, the Company shall have first and paramount lien on all Shares for all monies presently payable by a Shareholder or his estate to the Company. The liens conferred by Regulation 8 shall attach to fully paid Shares and to all Shares registered in the name of any person so 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.

TRANSFER OF SHARES

- 8.(A) All transfers of Shares may be effected by transfer in writing in the usual common form, or in such other form as the Directors may accept, and may be under hand only.
- (B) The instrument of transfer of a Share shall be signed by or on behalf of the transferor and (unless the Directors in their discretion otherwise resolve) in the case of a transfer of partly paid Shares shall be signed by both the transferor and the transferee.
- (C) The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register of Members in respect thereof.
- 9.(A) Notwithstanding any other provisions of these presents, the Directors shall decline to register any transfer of any Share (including the renunciation of any letter of allotment) on which the Company has a lien.
- (B) Subject to the provisions of these presents, Shares may be transferred without prior compliance with the remaining paragraphs of this Article in any of the following circumstances:
- (1) Any Member may transfer any Shares to any of the following persons:
- (a) his spouse, son or daughter;
 - (b) the trustees of a trust the only beneficiaries of which are all or any of any present or future spouse or issue of himself ("family beneficiaries") together with any other person

or persons included as a beneficiary or beneficiaries but who can benefit only in the event of the death of all family beneficiaries under the trust PROVIDED THAT if all such family beneficiaries should die the trustees of the trust shall either transfer the Shares held by them to some person to whom the person who transferred the Shares to them would be (or if he were alive would be) entitled to transfer the same under this paragraph or shall issue (and not withdraw) a Transfer Notice in respect of the same pursuant to Paragraph (E) of this Article;

- (2) The Shares held by the trustees of any trust may be transferred to the new trustees of that trust upon a change of trustees;
- (3) Any Shares held by the trustees of a trust which is within the provisions of sub-paragraph (B)(1)(b) of this Article may be transferred to a person who is or becomes entitled thereto under the terms of the trust;
- (4) Any Member, being a body corporate, may transfer any shares to any other body corporate which is the holding company of the Member or any other subsidiary of the holding company of the Member provided that if the transferee ceases to be such a subsidiary then the transferee will forthwith upon notice by the Directors transfer such Shares to a company which is such a subsidiary

PROVIDED THAT in the case of transferees within paragraphs (1), (2) and (3) above upon the transferee ceasing to be in the same relationship to the transferor as that which caused the transfer to be permitted within this Article the transferee shall be obliged to serve a Transfer Notice within the terms of paragraph (E) below

- (C) Except as provided in the preceding paragraph (B) no Shares shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted or the holder or holders of all the issued Shares of each class have consented in writing to the transfer.
- (D) Every person who desires or intends to transfer any Share or Shares (other than in the circumstances referred to in paragraph (B) of this Article) ("the Intending Transferor") shall give to the Company notice in writing of such intention ("a Transfer Notice").
- (E) Any Transfer Notice shall specify:
 - (1) The name of the intended transferee (if any);

- (2) The number and class of Shares intended to be transferred;
- (3) In the case of a sale, the price payable and the time for payment thereof, any other material terms relevant to the sale (including any warranties and indemnities to be given) and any assistance to be given to the intended transferee for payment of the price and satisfaction of his other obligations in relation to this acquisition of the Shares by the Intending Transferor and his associates.
- (F) No Transfer Notice shall relate to more than one class of Shares.
- (G) The Transfer Notice may contain a provision that unless all the Shares comprised therein are sold by the Company pursuant to this Article, none shall be so sold and any such provision shall be binding on the Company unless the Transfer Notice shall have been served compulsorily or have been deemed to have been served pursuant to these presents.
- (H) Subject as hereinafter mentioned, service of a Transfer Notice shall be irrevocable and shall irrevocably (subject to paragraph (J) of this Article) constitute the Company the agent of the Intending Transferor for the sale of the Share or Shares the subject thereof (hereinafter called the Sale Shares) in one or more lots at the discretion of the Directors at a price to be agreed between the Intending Transferor and the Directors, or, in default of agreement, at the price certified by the Company's auditors ("the Auditors") pursuant to paragraph (I) of this Article.
- (I) If the Auditors are required to certify the price of the Sale Shares, the price shall be that sum which the Auditors certify in writing to be in their opinion that proportion of the fair value as at the date of the Transfer Notice of the Sale Shares taking into account any bona fide offer from any person not being a Member to purchase any Shares comprised in or of the class comprised in the Transfer Notice and for this purpose "fair value" shall be that sum which represents the fair value of the Sale Shares on the basis of a willing seller and a willing buyer but without discount or premium on account of the proportionate size of the holding in the Company represented by the Sale Shares. In so certifying, the Auditors shall act as experts and not arbitrators and their decision shall be final and binding upon the parties.
- (J) If the Auditors are asked to certify the fair value as aforesaid their certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Intending Transferor who may by notice in writing given to the Company within ten days of the service upon him of the said certified copy (as to which time shall be of the essence) cancel the Company's authority to sell the Sale Shares.

- (K) The cost of obtaining any Auditors' certificate shall be borne by the Company unless the Intending Transferor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.
- (L) Upon the price being fixed as aforesaid and provided the Intending Transferor (being entitled so to do) does not give notice of cancellation as aforesaid, the Company shall forthwith by notice in writing inform each member (other than the Intending Transferor) of the number and price of the Sale Shares and invite each such Member to apply in writing to the Company within twenty eight days of the date of despatch of the Company's notice (which date shall be specified therein) for such maximum number Sale Shares (being all or any thereof) as he shall state in such application. Any application made by any Member not entitled to receive such invitation shall be disregarded.
- (M) If any of the said Members shall within the said period of twenty eight days apply for all or (except where the Transfer Notice properly provides otherwise) any of the Sale Shares, the Company by written notice to the applicants and the Intending Transferor ("the Allocation Notice") shall allocate the same (or so many of them as shall be applied for as aforesaid):
- (1) first, to and amongst the applicants who are Members holding Shares of the same class as the Sale Shares (and in case of competition pro rata according to the number of Shares of that class of which they are registered or unconditionally entitled to be registered as holders); and
 - (2) second (if any of the Sale Shares remain after such applicants have been satisfied in full) to and amongst the applicants (and in case of competition pro rata according to the number of Shares (irrespective of class) in respect of which they are registered or unconditionally entitled to be registered as holders)
- PROVIDED THAT no applicant shall be obliged to take more than the maximum number of Shares specified by him as aforesaid.
- (N) The Intending Transferor shall be bound to transfer the Shares comprised in an Allocation Notice to the purchasers named therein against payment of the price at the time and place therein reasonably specified (or if none be so specified then fifty six days from the date of the Allocation Notice, at the Office); and if he shall fail to do so, each of the Directors severally shall be deemed to have been appointed attorney of the Intending Transferor with full power to execute, complete and deliver in the name and on behalf of the Intending Transferor, transfer of the Sale Shares to the purchasers thereof against payment of the

price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the Shares so transferred to him. 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 Intending Transferor.

- (O) During the six months following the expiry of the said period of twenty eight days referred to in paragraph (M) of this Article the Intending Transferor may transfer any Share not allocated in an Allocation Notice to the person or persons named in that behalf in the Transfer Notice upon the terms therein specified (but not otherwise save in accordance with the provisions of this Article). Provided that, if the Intending Transferor stipulated in his Transfer Notice that unless all the Shares comprised therein were sold pursuant to this Article, none should be so sold, the Intending Transferor shall not be entitled to transfer only some of the Shares comprised in his Transfer Notice.

ALTERATIONS OF SHARE CAPITAL

10. Regulation 32 shall be modified by replacing the words "Ordinary Resolution" with the words "Special Resolution".

PROCEEDINGS AT GENERAL MEETINGS

- 11.(A) Subject to any rights or restrictions attached to any shares, and subject to article 14.(A) on a show of hands every Member entitled to vote on the matter under consideration who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a Member entitled to vote, shall have one vote, and on a poll every Member shall have one vote for every share of any class (other than a class the terms of issue of which contain no right to vote or no right to vote upon the matter the subject of the vote) of which he is the holder. Regulation 54 shall not have effect.
- (B) Regulation 50 shall not have effect and the Chairman shall not be entitled to a casting vote.
12. In Regulation 62 the word "notarially" shall be replaced by the words "notarially or in accordance with the Powers of Attorney Act 1971".

DIRECTORS

13. Unless otherwise agreed by Ordinary Resolution the maximum number of Directors shall be five and the minimum number of Directors shall be two.

- 14.(A) The holders of the "A" Ordinary Shares shall be entitled at any time and from time to time to appoint any two persons as directors of the Company ("the "A" Directors") and shall be entitled to determine the period for which such person or persons is to hold office and to remove from office any person or persons so appointed, but so that there shall not be in office at any one time more than one person appointed pursuant to this provision. On any resolution for the appointment or removal of any person or persons as a director pursuant to this paragraph, each share held by the person or persons entitled to appoint such director shall carry one thousand votes and no other shares shall carry any vote. Every appointment, determination or removal made pursuant to this paragraph shall be made by notice in writing, signed by or on behalf of the person or persons entitled to make the same and shall be deposited at the office or delivered to a meeting of the Board.
- (B) Any Director (other than an alternate director) may appoint any other person willing to act (not being a person who would otherwise be barred by law or these articles from acting as a director) in his personal capacity to be his alternate and remove from office any alternate director so appointed by him. Regulation 65 shall not apply to the Company.
15. The Directors shall not be required to retire by rotation and accordingly:
- (a) Regulations 73 to 77 (inclusive) shall not apply to the Company; and
 - (b) Regulation 78 shall be ended at the words "as an additional director" and the succeeding words shall not apply to the Company; and
 - (c) Regulation 79 shall be ended at the end of the first sentence thereof and the succeeding sentence shall not apply to the Company.
16. Section 293 of the Act shall not apply to the Company and a person shall be capable of being appointed and continuing to hold office as a Director notwithstanding that he has attained the age of seventy or any other age and no special notice shall be required in relation to his appointment or reappointment.

PROCEEDINGS OF DIRECTORS

- 17.(A) The Directors may meet together for the despatch of business, adjourn and, subject as hereinafter provided, otherwise regulate their meetings and proceedings as they think fit. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Unless all the directors alternatives consent at least 48 hours' advance written

notice of meetings of the Directors shall be given to all Directors attaching an agenda of matters to be discussed. In the case of a Director residing outside or absent from the United Kingdom, notice shall be given by telex facsimile transmission or cablegram to such Director's address for the time being supplied for the purpose to the Secretary of the Company by such Director (or, if no such address has been supplied, his last known address). No business shall be transacted which is not noted on the agenda unless all the Directors of the Company for the time being shall agree. The Chairman shall have a casting vote. Regulation 88 shall be amended accordingly.

- (B) The quorum for the transaction of the business of the directors may be fixed by the Directors and unless so fixed at any number shall be two including one "A" Director then holding office and one ordinary Director. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. Regulation 89 shall not apply.
 - (C) On any resolution proposed to the Directors each of the "A" Directors present shall have a number of votes equal to the "A" Ordinary Shares in issue divided by the number of "A" Directors present and the other directors present shall have a number of votes equal to the number of Ordinary Shares in issue divided by the number of such directors present.
 - (D) In determining whether a meeting is quorate and in the transaction of the business of any meeting a director shall be deemed to be present if during the course of such business he is in simultaneous two way verbal communication with the meeting whether by telephone, radio, audio visual link or otherwise.
20. In Regulation 93 "writing" shall include telex facsimile transmission and cablegram and any other means of reproducing words in tangible permanent form which in each case shall be deemed to be signed by a Director if his name appears at the foot thereof.
21. Subject to the provisions of Section 317 of the Act, a Director may vote in respect of any service contract (other than in relation to remuneration thereunder) in which he or any person connected with him is interested and may be counted in the quorum present at any meeting of the Directors at which such contract or arrangement is considered. Regulation 94 shall be construed accordingly.

EXERCISE OF SHAREHOLDER'S RIGHTS

22. Any shareholder of the Company, empowered under these Articles to give or join in giving any notice to the Company, may sign such notice either personally or by his

attorney or other agent duly authorised in writing in that behalf, or, being a corporation, under the hand of some person duly authorised by the Board of Directors or other governing body of that corporation. Every such notice shall take effect from the time of its receipt by the Company and may consist of several documents each signed by one or more such Shareholders.

2 31588

WALSHYS FACILITIES LIMITED

NOTICE IS HEREBY GIVEN that an EXTRAORDINARY GENERAL MEETING of the above named Company will be held at *Number Four, Millbank, SW1* on *10th November* 1994 at 11.35 am for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as a special resolution of the company:-

SPECIAL RESOLUTION

That the articles of association of the Company be amended by the deletion thereof of Article 13 and substitution therefor of the following:-

"Unless otherwise agreed by ordinary resolution, the maximum number of directors shall be five and the minimum number of directors shall be two."

By Order of the Board

James Roche
.....
Director

DATED *10th November* 1994

NOTE: A member entitled to attend and vote at the above mentioned meeting may appoint a proxy to attend and vote in his place. A proxy need not be a member of the Company.

Registered Office

27 Harley Street
London
W1N 1DA



WALSHYS FACILITIES LIMITED

Minutes of an Extraordinary General Meeting of the Company

held at Four Millbank, SW1
on 10th November 1984 at 11.35 am
9

PRESENT: Daniel Rooker (representing Yorkshire Television Ltd), Richard
Rose, Lesley Johnson.

IN ATTENDANCE:

1. Quorum

The chairman declared that a quorum was present and noted that consent to the holding of the meeting on short notice had been given by all the members.

2. Special Resolution

The chairman proposed the following resolution as a special resolution:-

That the articles of association of the company be amended by the deleted therefrom of Article 13 and substitution therefor of the following:-

"Unless otherwise agreed by ordinary resolution, the maximum number of directors shall be five and the minimum number of directors shall be two."

On a show of hands the chairman declared the resolution duly passed as a special resolution.

3. Closure

There being no further business, the meeting then terminated.

..........
(Chairman)

31-03-95

G

COMPANIES FORM No. 225(1)

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

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

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

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

Company number

02311588

Name of company

Insert full name of company

WALSHYS FACILITIES LIMITED

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
- ~~(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 5

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

YORKSHIRE TELEVISION LIMITED

company number 899713

the accounting reference date of which is 31 DECEMBER

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.

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

6. Signed

Designation†

COMPANY SECRETARY

Date 27/3/95

Presentor's name address
telephone number and reference (if any):For official use
D.E.B

Post room

