

G12

COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company****12**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

For official use

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2318907

Name of company

* insert full
name of Company

* LANSIAR LIMITED

I, DAVID WILLIAM GOWER

of POST & MAIL HOUSE, 26 COLMORE CIRCUS, BIRMINGHAM B4 6BH

† 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 Post & Mail House
26 Colmore Circus, Birmingham
B4 6BH

Declarant to sign below

the 7th day of November
One thousand nine hundred and eighty eight
before me Michael J. Ward

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

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

Pinsent & Co
Post & Mail House
26 Colmore Circus
Birmingham
B4 6BH

REF/DWG

For official Use

New Companies Section

Post room



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscott Street, London SE1 5TS

4-86 B/HAM.
5017173

Companies G12

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Statement on formation of a company to be incorporated with limited liability under the Companies Act 1985

Form No. PUC 1

PUC1

Please do not
write in
this margin

Pursuant to Part V of the Finance Act 1973

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

For official use

Company number

Please do not
write in the space
below. For Inland
Revenue use only*Insert full name
of company

Name of Company

LANSTAR LIMITED

†Distinguish
between
ordinary,
preference, etc.

A Nominal Capital		£ 100,000	
Description of shares †	Ordinary		
B Nominal value of each share	£ 1	£	£
C Number of shares taken on incorporation	1		
D Total amount payable on each (including premium if any)	£ 1	£	£
E Amount paid or due and payable on each	£ 1	£	£
F Total amount paid or due and payable in respect of C		£ 2	
G Capital duty payable on F at £1 per £100 or part of £100		£ Nil	

Notes

This form must be delivered to the Registrar of Companies when applying for incorporation of the company.

If amounts are contributed otherwise than in cash, the fact with full particulars must be stated and attached to this form.

Please tick
if required†Delete as
appropriate

Signed

D W Gwyn

[Director] [Secretary] † Date 19/10/88

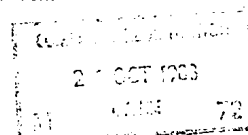
Presentor's name, address and
reference (if any) :Pinsent & Co
Post & MailHouse
26 Colmore Circus
Birmingham B4 6BH

Ref: DWG

For official use

Capital section

Post room



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoth Street, London SE1 5TS

Companies GPUC1

1985 Edition
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COMPANIES FORM No. 10

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

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

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

Name of company

*Insert full name
of company

LANSTAR LIMITED

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

LIVERPOOL ROAD, CADISHEAD, MANCHESTER M30 5DT

Postcode M30 5DT

If the memorandum is delivered by an agent for the subscribers of the
memorandum please mark 'X' in the box opposite and insert
the agent's name and address below

X

PINSENT & CO, POST & MAIL HOUSE, 26 COLMORE CIRCUS,
BIRMINGHAM B4 6BH

Postcode B4 6BH

Number of continuation sheets attached (see note 1)

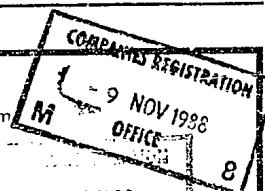
Nil

Presentor's name, address and
reference (if any):Pinsent & Co
Post & Mail House
26 Colmore Circus
Birmingham B4 6BH

Ref: DWG

For official use
General Section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Name (note 3)	DAVID WILLIAM GOWER		Business occupation	SOLICITOR
Previous name(s) (note 3)			Nationality	BRITISH
Address (note 4)	POST & MAIL HOUSE, 26 COLMORE		Date of birth (where applicable)	(note 6) N/A
	CIRCUS, BIRMINGHAM B4 6BH	Postcode		
Other directorships†	Benson Group plc			
I consent to act as secretary ^{director} of the company named on page 1				
Signature		D.W. Gower		Date 19/10/88

Please do not write in this margin

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

Name (note 3)	GEORGE PATRICK TWIST		Business occupation	SOLICITOR
Previous name(s) (note 3)			Nationality	BRITISH
Address (note 4)	POST & MAIL HOUSE, 26 COLMORE		Date of birth (where applicable)	(note 6) N/A
	CIRCUS, BIRMINGHAM B4 6BH	Postcode		
Other directorships†				
I consent to act as director of the company named on page 1				
Signature		George Patrick Twist		Date 19. 10. 88

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

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write in
this margin

Please complete
legibly, preferably
in black type, or
bold 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) DAVIS WILLIAM GOWER	
Previous name(s) (note 3)	
Address (notes 4 & 7) POST x MAIL HOWE upland	
	Postcode
I consent to act as secretary of the company named on page 1	
Signature J. W. Gower	Date 19/10/88

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
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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 J. W. Gower	Date 19/10/88
Signed FBG	Date 19/10/88
Signed	Date
Signed	Date
Signed	Date
Signed	Date

INC14778RST

910 27

2318907

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

OF

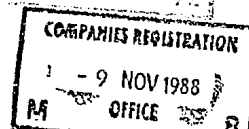
LANSTAR LIMITED

1. The name of the Company is "Lanstar Limited".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-



- (A) To acquire the Cadishead division of Lane Brothers Tar Distillers Limited, and to carry on the business of the said Cadishead division and the business of a holding company and any other business which the Company is authorised to carry on hereunder through any one or more subsidiary companies incorporated in any part of the world; to incorporate or acquire in any manner the shares or capital or any interest in any other company or firm whether subsidiary or otherwise the acquisition of an interest wherein may appear to be beneficial to the interests of the Company; to finance and aid any such companies or firms and other companies or persons (whether or not associated by common shareholdings) by loans, guarantees, pension payments or otherwise.
- (B) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, roads, railways, tramways, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, engines, rolling stock, vehicles, plant, stock-in-trade, and any other real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (C) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (D) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.

26 OCT 1988



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100 x 2
001670

- (E) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable, or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (F) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose business or undertakings the Company is interested, whether directly or indirectly.
- (G) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee with or without security the obligations and contracts of customers and others, including (without prejudice to the generality of the foregoing) the liabilities to third parties of subsidiaries of the Company (as defined in section 736 of the Companies Act 1985) or of any company of which the Company is a subsidiary.
- (H) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (I) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in manner as may from time to time be determined.
- (L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

- (M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business having objects altogether or in part similar to those of this Company, or which is capable of being conducted so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company think fit.
- (R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (S) To apply for, promote and obtain any provisional order, licence or Act of Parliament, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or with any companies, firms or persons, that may seem conducive to

the Company's objects or any of them or for any other purpose which may seem expedient, and to obtain from any such government, authority, company, firm or person, any rights, privileges and concessions which it may be desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions, and to oppose any proceedings, enquiries or applications whatsoever which may seem, directly or indirectly, to be prejudicial to the Company's interests.

- (T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
 - (U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
 - (V) To do all such other things as are incidental or conducive to the above objects or any of them.
4. The liability of the members is limited.
5. The share capital of the Company is £100,000 divided into 100,000 ordinary shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND
DESCRIPTIONS OF
SUBSCRIBERS

NUMBER OF SHARES
TAKEN BY EACH
SUBSCRIBER

DAVID WILLIAM GOWER

D.W. Gower

ONE

Post & Mail House
26 Colmore Circus
Birmingham
B4 6BH

Solicitor

GEORGE PATRICK TWIST

Patrick Twist

ONE

Post & Mail House
26 Colmore Circus
Birmingham
B4 6BH

Solicitor

Dated this 19th day of October 1983

Witness to the above signatures:-

MARK ANTON WOOD

Mark Wood

Post & Mail House
26 Colmore Circus
Birmingham
B4 6BH

Solicitor

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LANSTAR LIMITED

PRELIMINARY

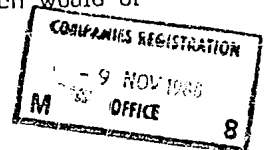
1. Subject as hereinafter provided and except insofar as the same are excluded or modified by these Articles the Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F)(Amendment) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company to the exclusion of all other regulations.
2. In these Articles where the context allows, words denoting the singular number shall include the plural number (and vice versa), words denoting the masculine gender shall include the feminine and neuter genders, and words denoting persons shall include corporations.

SHARE CAPITAL

3. The share capital of the Company at the date of incorporation of the Company is £100,000 divided into 100,000 ordinary shares of £1 each.

ISSUE OF SHARES

4. (a) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot any shares of the Company, and grant rights to subscribe for or convert any security into shares of the Company up to an aggregate nominal value of £100,000. This authority shall expire on the fifth anniversary of the date of incorporation of the Company. The Company may make any offer or agreement during the continuance of this authority (as originally granted or from time to time reviewed) which would or might require shares to be allotted after its expiry.



- (b) Section 89(1) and Section 90(1) to (6) of the Companies Act 1985 shall not apply to the Company.

VARIATION OF CLASS RIGHTS

5. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may 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 fourths of the issued shares of that class or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of the shares of that class but not otherwise. To every such separate meeting all the provisions of the Articles and Table A relating to General Meetings of the Company shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present those members who are present shall be a quorum).

TRANSFER OF SHARES

6. The instrument of transfer of a share shall be signed by or on behalf of the transferor and in the case of a share other than a fully paid share also by the transferee. 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 and all instruments of transfer, when registered, shall be retained by the Company. Regulation 23 of Table A shall not apply.
7. All shares in the Company shall be transferable and transmissible only in accordance with and subject to the provisions following :-
- (a) Any shares may at any time be transferred to another Member or Members of the Company or may on death of a Member be registered at the request of his executors in the name of any Member or of the husband or wife or children or grandchildren of the deceased Member or any trustees for such persons or upon the appointment of any new trustees for such persons may be transferred to such new trustees free from the restrictions of this Article.
- (b) Subject as aforesaid any Shareholder wishing to transfer all or any of his shares or any person entitled to any shares by transmission who shall wish either to transfer such shares or any of them or to have the same registered in his own name (hereinafter called "the intending transferor") shall give notice to the Secretary of the Company of the number of shares which the intending transferor shall wish to transfer or to have registered in his own name as the case may be (hereinafter called "the affected shares") and in the case of transfer the name and address of the person to whom he proposes to transfer the same. The Secretary shall within seven days of such notice give notice (hereinafter called "a transfer notice") to all the other Shareholders of the Company specifying the number of affected shares and the name and address of the person in whose name it is wished to register the affected shares and within fourteen days from service of any transfer notice such other Shareholders shall give notice in writing to the Secretary of the Company stating the maximum number of shares they are respectively willing to purchase at the price hereinafter mentioned.

- (c) If at the expiration of such fourteen days the Secretary shall have received notice to purchase more shares than the number of shares to be transferred each Shareholder so applying shall not (subject as stated below) be entitled to purchase more than the number of shares which shall bear the same ratio towards the whole number of affected shares as the number of shares held by such Shareholder shall bear towards the total number of shares held by all the Shareholders who shall have sent in notices.
- (d) Provided always that if any Shareholder shall have applied for less than the number of shares which he is under sub-clause (c) entitled to purchase the Shareholders who shall have applied for more than they are so entitled to purchase shall be entitled to purchase at such price as aforesaid the remaining shares to be transferred pro rata according to the number of shares respectively held by them.
- (e) Any fractions of shares which shall require to be dealt with under the provisions of this Article shall be adjusted in such manner as the Directors shall decide.
- (f) The Secretary shall within twenty-one days from the service by him of a transfer notice give a counter notice to the intending transferor of the number of shares applied for and the names of the Shareholders entitled to purchase the same and the intending transferor shall be bound upon payment to him of such price as aforesaid to transfer the shares so applied for to the respective Shareholders or Shareholder who shall be entitled under this Article to purchase them.
- (g) If the Secretary shall not before the expiration of twenty-eight days from the receipt of notice from an intending transferor give such counter notice as is mentioned in sub-clause (f) hereof as to all or any of the affected shares or if the purchase of all or any of the shares included in such counter notice shall not through any default of the purchaser be completed within fourteen days from the service of such counter notice then and in either of such cases the intending transferor shall be entitled at any time within three calendar months from his giving the transfer notice (but not later) either to have the affected shares registered in his own name or (as the case may be) to sell and transfer them at a price or prices not less than that fixed as hereinafter provided to any person subject only to the other Articles and regulations of the Company. Provided that any person to whom shares shall be transferred or in whose name shares shall be registered under the provisions of this Article shall hold the same upon the terms of this Article and such shares shall be transferable and transmissible subject to and in accordance with such terms and not otherwise.
- (h) All the Directors for the time being acting unanimously (but not otherwise) may in any case waive compliance with the provisions of this Article and register any transfer without such compliance but unless so waived no Shareholder shall (except as aforesaid) have any right to transfer shares until he has complied with the provisions of this Article.
- (i) In case of any delay or refusal on the part of any intending transferor to execute any transfer or do any other act necessary for vesting any

shares in the purchasers in accordance with the provisions of this Article the Company may on the deposit of the purchase money with the Company on behalf of such purchasers nominate some person to execute an instrument or instruments of transfer of the shares in the name and on behalf of the intending transferor and thereafter when such instrument or instruments have been duly stamped cause the name of the purchasers to be entered in the register as the holders of the shares and shall hold the purchase money in trust without interest for the intending transferor.

- (j) The price to be paid in respect of any shares comprised in a transfer notice shall at the Company's expense be fixed by the Auditors of the Company for the time being at the request of either party and such price shall be final and binding on all parties.

8. The Directors may in addition and without prejudice to the provisions of the last preceding Article in their absolute and uncontrolled discretion and without assigning any reason therefor decline to register any transfer of shares.

BORROWING OF MONEY

9. The Directors may borrow or raise any money and incur liabilities to bankers and others in any manner and for any purpose authorised by the Memorandum of Association and may for the purpose of securing any money borrowed or raised by or on behalf of the Company or about so to be or any liabilities incurred or intended or expected to be incurred or which may be assumed by the Company or for any other purpose create and issue mortgages debentures debenture stock or other securities on all or any of the Company's undertaking property and assets (including unpaid calls and uncalled capital) either redeemable or perpetual and either at par or at a premium or discount and generally in such form and upon such terms in all respects as they may think fit and may redeem and contract to redeem any such securities either at par or at a premium.

NOTICE OF GENERAL MEETING

10. Regulation 38 of Table A shall have effect subject to the omission of the words "or a resolution appointing a person as a director" and the deletion of the last paragraph thereof. Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all members and Directors and to the Auditors for the time being of the Company.

PROCEEDINGS AT GENERAL MEETINGS

11. (A) No business shall be transacted at any General Meeting except when a quorum is present. Two members present in person or by proxy shall be a quorum at any General Meeting. Regulation 40 of Table A shall not apply to the Company.
- (B) Regulation 41 of Table A shall apply to the Company subject to the addition of the following sentence:

"If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved".

(C) Regulation 42 of Table A shall not apply. The Chairman of the board of Directors shall preside as Chairman of the Meeting.

12. A poll may be demanded at any General Meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.
13. Regulation 53 of Table A shall apply to the Company subject to the addition of the words "or approved in writing" after the word "executed" in each place that it occurs in the said Regulation.

DIRECTORS

14. The Directors shall, unless otherwise determined by an Extraordinary Resolution of the Company, be not less than two nor more than six in number. Regulation 64 of Table A shall not apply to the Company.
15. A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall be entitled to receive notice of, attend and speak at General Meetings of the Company and at all separate meetings of the holders of any class in the Capital of the Company.
16. Any Director who, by request, performs special services or goes or resides abroad for any purposes of the Company 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 Directors may determine which shall be charged as part of the Company's ordinary working expenses.

REMUNERATION OF DIRECTORS

17. The ordinary remuneration of the Directors (other than a managing director or executive director appointed under these Articles) shall be such amount as the Directors shall from time to time determine or such other amount as the Company may from time to time by ordinary resolution determine, to be divided among them in such proportion and manner as the Directors may determine or, failing agreement, equally. Subject as aforesaid, a Director holding office for part only of a year shall be entitled to a proportionate part of a full year's remuneration. Regulation 82 of Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

18. The quorum for a meeting of the Directors shall throughout the meeting be two. Regulation 89 of Table A shall not apply.
19. In the case of an equality of votes at any meeting of the Directors or at any meeting of a committee of the Directors, the Chairman of the meeting shall have a second or casting vote.
20. Regulation 93 of Table A shall apply to the Company subject to the addition of the words "or approved in writing" after the word "signed" in each place that it appears in the said Regulation.
21. Provided that he has complied with the provisions of Regulation 85 of Table A and section 317 of the Companies Act 1985, a Director shall be entitled to

vote on any resolution in respect of any contract or arrangement in which he has an interest or duty and shall be counted in the quorum present at a meeting in relation to any such resolution. Regulation 94 of Table A shall be modified accordingly.

ALTERNATE DIRECTORS

22. (a) Each Director shall have the power at any time to appoint to the office of an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors and, at any time, to terminate such appointment.
- (b) The appointment of an alternate Director shall automatically determine in any of the following events:-
- (i) if his appointor shall terminate the appointment;
 - (ii) on the happening of any event which, if he were a Director, would cause him to vacate the office of Director;
 - (iii) if by writing under his hand left at the registered office of the Company he shall resign such appointment; or
 - (iv) if his appointor shall cease for any reason to be a Director.
- (c) An alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and, in place of his appointor, to vote and be counted for the purpose of a quorum at any such meeting at which his appointor is not personally present and generally to perform as a Director all the functions of his appointor in the latter's absence except that he shall not be entitled to appoint an alternate.
- (d) An alternate Director may be repaid by the Company such expenses as might properly have been repaid to him if he had been a Director but shall not in respect of his office of alternate Director be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
- (e) An alternate Director shall, during his appointment, be an officer of the Company and shall not be deemed to be an agent of his appointor.
- (f) Every appointment and removal of an alternate Director shall be in writing signed by the appointor and shall take effect (subject to any approval required by these Articles) upon receipt of such written appointment or removal at the registered office of the Company or by the Secretary.
- (g) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director.
- (h) Regulations 65-67 of Table A shall not apply to the Company.

WINDING UP

23. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively: provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

INDEMNITY

24. Regulation 118 of Table A shall not apply. Subject to and so far as may be permitted by the Act (as defined in Table A) the Directors, alternate Directors, Auditors, Secretary and other officers for the time being of the Company shall be indemnified out of the assets of the Company against any costs, charges, losses, expenses, and liabilities incurred by them in the execution and discharge of their duties, including all liability incurred by them as such in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty or breach of trust, in which judgment is given in their favour, or in which they are acquitted or in connection with any application under the Act (as so defined) in which relief is granted to them by the Court.

PENSIONS

25. The Directors may procure the establishment and maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation fund or life assurance scheme for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to, any persons who are or shall have been at any time Directors or in the employment or service in any capacity of the Company, or of any subsidiary of the Company or of the predecessors in business of the Company or any such subsidiary and the relatives, connections or dependants of any such persons.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND
DESCRIPTIONS OF
SUBSCRIBERS

D.W. Gower *DAVID WILLIAM GOWER*

Post & Mail House
26 Colmore Circus
Birmingham
B4 6BH

Solicitor

GEORGE PATRICK TWIST *7002*

Post & Mail House
26 Colmore Circus
Birmingham
B4 6BH

Solicitor

Dated this 19th day of October 1988

Witness to the above signatures:-

MARK ANTON LLOYD *Mark Lloyd*

Post & Mail House
26 Colmore Circus
Birmingham
B4 6BH

Solicitor

FILE COPY



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

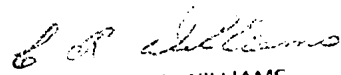
No. 2318907

I hereby certify that

LANSTAR 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 18 NOVEMBER 1988


MRS. C. R. WILLIAMS

an authorised officer