

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

12

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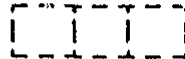
Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use



2504629.

Name of company

*insert full name
of company

EMJAY PETROLEUM LIMITED

I, MICHAEL JOHN HOPE, signing on behalf of London Law Secretarial Limited
of 84 Temple Chambers,
Temple Avenue,
London EC4Y 0HP

do solemnly and sincerely declare that I am a person named as 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 Temple Chambers,

Temple Avenue,

in the City of London

the 10th day of May

One thousand nine hundred and ninety

Declarant to sign below

M.J. Hope

before me

J.J.A.

A Commissioner for Oaths

~~A Solicitor having the powers conferred on a Commissioner for Oaths~~

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

The London Law Agency Limited
84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HP
Telephone: 01-353 9471
Telex: 23553

For official use

New Companies Section

Post room



THE LAW SERVICES
ASSOCIATION

The London Law Agency Limited Company Registration Agents, Printers and Publishers
TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP Tel 01-353 9471 (10 lines)

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

For official use

*insert full name
of company

Name of company

* **EMJAY PETROLEUM LIMITED**

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

84 Temple Chambers,
Temple Avenue,
LONDON

Postcode

EC4Y 0HPIf 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**The London Law Agency Limited,
84 Temple Chambers,
Temple Avenue,
LONDON

Postcode

EC4Y 0HP

Number of continuation sheets attached (see note 1)


Presenter's name, address and
reference (if any):The London Law Agency Limited
84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HP
Telephone: 01-353 9471
Telex: 23553For official use
General Section

Post room

THE LAW SERVICES
ASSOCIATION**The London Law Agency Limited**Company Registration Agents, Printers and Publishers
TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP Tel: 01-353 9471 (10 lines)

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:

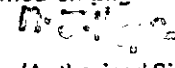
Please do not write in this margin

Name (note 3) London Law Services Limited		Business occupation: Limited Company	
Previous name(s) (note 3) None		Nationality English Registered	
Address (note 4) 84 Temple Chambers Temple Avenue		Date of birth (where applicable) (note 6)	
LONDON	Postcode	EC4Y 0HP	
Other directorships † None			
I consent to act as director of the company named on page 1			
Signature 		(Authorised Signatory) Date 1st May 1990	

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

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

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

Name (notes 3 & 7) London Law Secretarial Limited	
Previous name(s) (note 3) None	
Address (notes 4 & 7) 84 Temple Chambers Temple Avenue London	
Postcode	EC4Y 0HP
I consent to act as secretary of the company named on page 1	
Signature  (Authorised Signatory) Date 1st May 1990	

Agents for and on behalf of the Company
The London Law Agency Limited

Signature of agent on behalf of subscribers

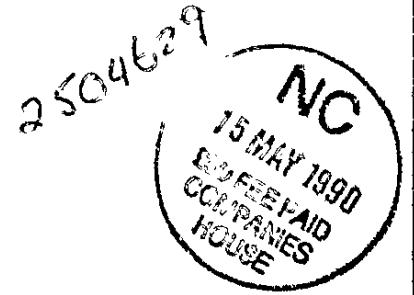


Date 1st May 1990

THE COMPANIES ACT 1985
AND
THE COMPANIES ACT 1989

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
EMJAY PETROLEUM LIMITED



1. The Company's name is "EMJAY PETROLEUM LIMITED".
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects are:-

(A) To carry on all or any of the businesses of suppliers distributors merchants importers exporters extractors reclaimers filterers purifiers refiners distillers and blenders of and dealers in oils for domestic and commercial central heating systems and fuel oils and petroleum products and oils of every description oleaginous and saponaceous compounds tallow glycerine and all other oil-yielding substances and the by-products thereof fats greases and waste matter of all kinds distributors manufacturers and merchants of and dealers in oil heating appliances apparatus accessories materials equipment and supplies of all kinds bottle gas distributors and of and in barrels drums casks kegs cans containers and other receptacles garage owners proprietors of stores and depots for the supply of petroleum products oil lubricants and all commodities allied thereto haulage and transport contractors motor mechanical and general engineers insurance agents and general merchants agents factors and traders; and to manufacture buy sell alter repair and deal in plant machinery apparatus materials articles and things of all kinds which are capable of being used for the purpose of any of the businesses hereinbefore mentioned or any other business which may be conveniently carried on in connection therewith or which may be required by customers of or persons having dealings with the Company.

0B221

Presented By : THE LONDON LAW AGENCY LIMITED
TEMPLE CHAMBERS, TEMPLE AVE, LONDON EC4Y 0HP

Our Ref : 21045

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

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

(F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and 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 assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(G) To receive money on deposit or loan upon such terms as the Company may approve.

(H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business.

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(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 such 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 special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(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 special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(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 within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(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 and guarantee the payment of 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 or possessed of property suitable for the purposes of the Company, 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.

(Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(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 subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(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 give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's Holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company's Holding company as may be lawful.

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

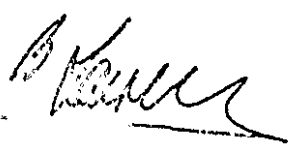
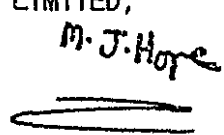
(W) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each.

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

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
For and on behalf of LONDON LAW SERVICES LIMITED, Temple Chambers, Temple Avenue, London EC4Y 0HP. 	One
For and on behalf of LONDON LAW SECRETARIAL LIMITED, Temple Chambers, Temple Avenue, London EC4Y 0HP. 	One
Total Shares taken	Two

Dated the 1st day of May, 1990.

Witness to the above Signatures:-

COLIN A LAY,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

EMJAY PETROLEUM LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 8 and 64 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby, the following shall be the Articles of Association of the Company.

SHARES

2. (A) Subject to Sub-Article (B) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit.

(B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital with which the Company is incorporated; and that this authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

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

(D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

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

GENERAL MEETINGS

4. A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted; and Clause 38 of Table A shall be modified accordingly.

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

6. Clause 41 of Table A shall be read and construed as if the last sentence ended with the words ", and 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".

DIRECTORS

7. Unless and until the Company in General Meeting shall otherwise determine, there shall not be any limitation as to the number of Directors. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A; and Clause 89 of Table A shall be modified accordingly.

8. If the resolution or instrument by which a Director is appointed so provides, he shall be a Permanent Director and not subject to retirement by rotation; and Clauses 73 to 75 (inclusive) of Table A shall not apply to any Permanent Director.

9. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

10. A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 94 of Table A shall be modified accordingly.

INDEMNITY

11. Subject to the provisions of the Act and in addition to such indemnity as is contained in Clause 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

TRANSFER OF SHARES

12. The Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any Share, whether or not it is a fully paid Share; and Clause 24 of Table A shall be modified accordingly.

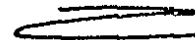
NAMES AND ADDRESSES OF SUBSCRIBERS

For and on behalf of
LONDON LAW SERVICES LIMITED,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.




For and on behalf of
LONDON LAW SECRETARIAL LIMITED,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.

M. J. Hore



Dated the 1st day of May, 1990.

Witness to the above Signatures:-


COLIN A LAY,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.

FILE COPY



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

No. 2504629

I hereby certify that

EMJAY PETROLEUM 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 22 MAY 1990


P. BEVAN

an authorised officer

Company Number; 2504629

8/8 140 GAF



THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

SPECIAL RESOLUTION

OF

EMJAY PETROLEUM LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above-named Company,
duly convened, and held on the 13th day of July 1990,
the following SPECIAL RESOLUTION was duly passed:-

That the name of the Company be changed to

LONDON FUEL OIL LIMITED

.....
Chairman.

21045.
THE LONDON LAW AGENCY LTD.
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON EC4Y 0HP



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2504629

I hereby certify that

EMJAY PETROLEUM LIMITED

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

LONDON FUEL OIL LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 8 AUGUST 1990

Mrs. M. Moss
MRS. M. MOSS

an authorised officer

G

COMPANIES FORM No. 224

224

Notice of accounting reference date
(to be delivered within 9 months of
incorporation)

Please do not
write in
this margin

Pursuant to section 224 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

To the Registrar of Companies
(Address overleaf)

Company number

2504629

Name of company

LONDON FUEL OIL LIMITED

Insert full name
of company

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

Important

The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3 1 0 7

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

EBZulward

Designation

Director

Date 21-1-91

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

For official use

D.E.B.

Post room

COM

COMPANIES HOUSE

There is no need to acknowledge this letter
If you do reply, please quote reference ARD1/ 02504623

Date 7 JANUARY 1991

Companies House
CARDIFF CF4 3UZ

Telephone
0222 380050

Telex 497768 COHOCF G
Fax 0222 374092

THE DIRECTORS
LONDON FUEL OIL LIMITED
CARDINAL HOUSE
27 STATION RD
PETTS WOOD
KENT, BR5 1LZ

Dear Sirs

COMPANIES ACT 1985

LONDON FUEL OIL LIMITED

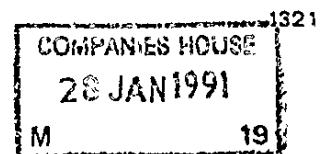
This company has until 22/ 2/91 to specify an accounting reference date. This may be done on the form 224 overleaf.

Should it not do so, the accounting reference date will be 31/05 and the first accounts must cover the period 22/ 5/90 to 31/ 5/91

Yours faithfully



S B HIGGINS
for Registrar



dti

Companies House is an executive agency within the Department of Trade and Industry

HR102A

COMPANY NUMBER: 2504629

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

ELECTIVE RESOLUTION

OF

LONDON FUEL OIL LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held on the 14th day of June 1991, the following ELECTIVE RESOLUTION was duly passed:-

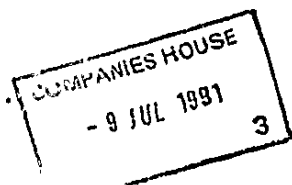
TO DISPENSE WITH THE FOLLOWING FORMALITIES:

- (i) The holding of an annual general meeting.
- (ii) The laying of accounts and reports before the company in general meeting.
- (iii) The appointment of auditors annually.

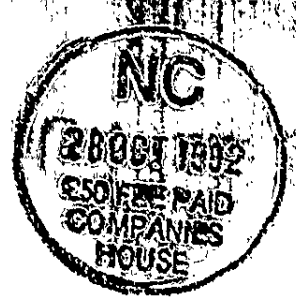
AND

- (i) To create an enduring authority to allot shares.
- (ii) To reduce the majority required to consent to short notice of a meeting.

.....*Elboudiaud*.....
Chairman



LONDON FUEL OIL LIMITED: 2504629



At a General Meeting of the members of London Fuel Oil Limited, duly convened and held at 53 Marlings Park Avenue, Chislehurst, Kent, BR7 6RD on the 30th day of September 1992, the following SPECIAL RESOLUTION was passed:

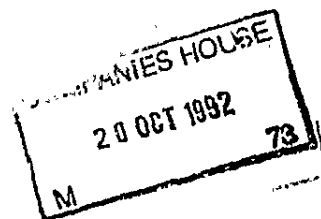
CHANGE OF
COMPANY NAME

That the name of London Fuel Oil Limited, a company limited by shares under the Companies Act 1985 and registered in England No. 2504629 be changed to:

LONDON OIL & GAS LIMITED

Eric Bosshard

ERIC BOSSHARD, Secretary



1
£10 / NW / P1 / 002744

BBR40/100538

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2504629

I hereby certify that

LONDON FUEL OIL LIMITED

having by special resolution changed its name,

is now incorporated under the name of

LONDON OIL & GAS LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the 3 NOVEMBER 1992

F. A. Joseph

F. A. JOSEPH

an authorised officer

THE COMPANIES ACT 1985

Company Number 1887631

SPECIAL RESOLUTION OF

HALLBOROUGH PROPERTIES LIMITED

We, the undersigned, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings HEREBY PASS the following resolution as a Special Resolution and agree that the said resolution shall, pursuant to Regulation 8 in the Articles of Association, for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

It is resolved:

(a) that the Articles of Association in the form annexed to this resolution be adopted as the Articles of Association of the Company, in substitution for the present Articles of Association, with immediate effect;

(b) that the 34 Ordinary Shares of £1 each of which Nicholas Ogden is presently the registered holder be designated "A" Shares;

(c) that the 33 Ordinary Shares of £1 each of which Sally Ogden is presently the registered holder be designated "B" Shares; and

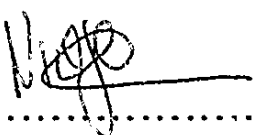
(d) that the 33 Ordinary Shares of £1 each of which Amanda Ogden is the registered holder be designated "C" Shares.



A4UTT1R1

A251RECEIPT DATE:02/06/94

Dated this 26th day of May 1994

Signed 

Nicholas Ogden

Signed 

Sally Ogden

Signed 

Amanda Ogden

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

-of-

HALLBOROUGH PROPERTIES LIMITED

PRELIMINARY

- 1.(a) Subject as hereinafter provided, the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.
- 1.(b) Regulations 3, 2, 32, 40, 41, 50, 54, 62, 64, 70, 71, 73, 74, 75, 76, 77, 78, 79, 81, 88, 89, 90, 94 and 118 of Table A shall not apply to the Company.
- 2.(a) The Company is a private company and accordingly no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public.
- 2.(b) In these articles where the context so admits:
"A' director" means any person appointed an 'A' director by regulation 13 hereof or in accordance with regulation 15 hereof;
"B' director" means any person appointed a 'B' director by regulation 13 hereof or in accordance with regulation 15 hereof;
"C' director" means any person appointed a 'C' director by regulation 13 hereof or in accordance with regulation 15 hereof;
"director" includes an 'A' director, a 'B' director and a 'C' director;
"Life-time Director(s)" means Joseph Ogden and (from the date of the death of Joseph Ogden) Judith Anne Ogden (if she shall hold office as a director at that date);
"the Specified Circumstances" means the circumstances specified in paragraphs (1),(2),(3) and (4) of Regulation 19 (but not paragraph (5)).

SHARES

- 3.(a) The authorised share capital of the Company is £100 divided into 34 "A" shares of £1 each, 33 "B" shares of £1 each and 33 "C" shares of £1 each.
- 3.(b) The said "A" shares, "B" shares and "C" shares shall be different classes of shares.

- 3.(c) The holders of a majority in nominal value of the issued "A", "B" shares and "C" shares shall have the rights prescribed in regulation 15 hereof in relation to 'A', 'B' and 'C' directors respectively PROVIDED THAT such rights shall not be exercisable until vacation of office of all of the Life-time Director(s) by reason of death or the Specified Circumstances.
- 3.(d) If the aggregate nominal value of the "A" shares for the time being in issue shall be less than £34 or of the "B" or "C" shares for the time being in issue shall be less than £33, no further "A", "B" or "C" shares (as appropriate) shall thereafter be issued except with the previous written consent of a majority in nominal value of the issued "A", "B" or "C" shares respectively.
- 3.(e) Any alteration of any of the following shall be deemed to a Variation of the rights attached to the said "A" "B" and "C" shares:
- (i) The provisions of paragraphs (a), (b), (c), (d) or (e) of this regulation;
 - (ii) Any provision of these articles or of the Memorandum of Association;
 - (iii) The name of the Company as "Hallborough Properties Limited";
 - (iv) The appointment of auditors to the Company.
- 3.(f) Save as hereinbefore otherwise provided and as to the voting rights specified at Article 12 the said "A" shares, "B" shares and "C" shares shall rank pari passu in all respects.
- 4.(a) The Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholders in accordance with and subject to Section 159 of the Companies Act 1985 and subject to Section 160 of that Act the terms and manner in which such redemption may be effected are as follows:
- (i) redemption shall be at par value on expiry of six months written notice by the Company to the shareholder or vice versa or on demand by mutual agreement
 - (ii) payment for redemption shall be in cash on the date of redemption.
- 4.(b) The Company may purchase its own shares (including any redeemable shares) in accordance with and subject to Section 162 of the said Act 1985.
- 4.(c) Subject to Sections 171 to 177 of the said Act 1985 the Company may make payments in respect of the redemption of purchase under Section 161 or 162 of that Act of any of its own shares otherwise than out of its distributable profits or

the proceeds of a fresh issue of shares in accordance with and subject to Sections 171, 172 and 173 of the said Act.

LIEN

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

TRANSFER OF SHARES

6. Save as otherwise provided in these Articles, the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share and Regulation 24 of Table A shall be modified accordingly PROVIDED THAT if the Directors shall not have resolved to register any transfer within eight weeks after the same is lodged for registration the Directors shall be deemed to have declined to register such transfer at the expiration of such period and the transferee shall be notified accordingly.
- 7.(a) Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- 7.(b) Every member who desires to transfer any share or shares (hereinafter called the Vendor) shall give to the Company notice in writing of such desire (hereinafter called transfer notice). No transfer notice shall relate to more than one class of share Subject as hereinafter mentioned, a transfer notice shall constitute the Company the Vendor's Agent for the sale of the share or shares specified therein (hereinafter called the said shares) in one or more lots at the discretion of the Directors to the members other than the Vendor at a price to be agreed upon by the Vendor and the Directors, or, in case of difference, at the price which the auditor of the Company for the time being shall, by writing under his hand certify to be in his opinion the fair value thereof as between a willing seller and a willing buyer. A transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this regulation, none shall be so sold and any such provision shall be binding on the Company.
- 7.(c) If the auditor is asked to certify the fair price as aforesaid, the Company shall, as soon as it receives the auditor's certificate, furnish a certified copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing

given to the Company within ten days of the service upon him of the said certified copy, to cancel the Company's authority to sell the said share. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.

- 7.(d) Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member other than the Vendor of the number and price of the said shares and invite each such member to apply in writing to the Company within twenty-one days of the date of dispatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.
- 7.(e) If the said members shall within the said period of twenty-one days apply for all or (except where the transfer notice provides otherwise) any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for as aforesaid) first, to or amongst the applicants who are registered or unconditionally entitled to be registered in respect of shares of the same class and in case of competition pro rata (as nearly as possible) according to the number of shares of such class in the Company of which they are registered or unconditionally entitled to be registered as holders and secondly (if any of the said shares shall remain after such applicants have been satisfied in full) to and among the remaining applicants, and in case of competition pro rata according to the number of shares in the Company 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; and the Company shall forthwith give notice of such allocations (hereinafter called an allocation notice) to the Vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen and not later than twenty-eight days after the date of the notice) at which the sale of the shares so allocated shall be completed.
- 7.(f) The Vendor shall be bound to transfer the shares comprised in an allocation notice to the Purchasers named therein at the time and place therein specified; and if he shall fail to do so, the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the 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 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. 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 Vendor.

- 7.(g) During the six months following the expiry of the said period of twenty-one days referred to in paragraph (5) of this regulation, the Vendor shall be at liberty subject nevertheless to the provision of regulation 6 to transfer to any persons and at any price (not being less than the price fixed under paragraph (3) of this regulation any share not allocated by the Directors in an allocation notice. Provided that if, the Vendor stipulated in his transfer notice that unless all the shares comprised therein were sold pursuant to this regulation, none should be so sold, the Vendor shall not be entitled, save with the written consent of all the other members of the Company, to sell hereunder only some of the shares comprised in his transfer notice.
- 7.(h) Subject to regulation 6 any share may be transferred by a member (or other person entitled to transfer the shares registered in the name of a member):
- i) to the parent, child (whether natural or adopted) or remoter issue of that member (hereinafter called "a privileged relation") or
 - ii) to, or between, trustees to be held upon trusts (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or on an intestacy) for the benefit of the members or any privileged relation or privileged relations under which no powers of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees of the member concerned or a privileged relation of such member.
- 7.(i) If any person (other than a privileged relation) shall become entitled to any shares by reason of the death, bankruptcy or liquidation of a Member such person shall be deemed to have served upon the Company a transfer notice pursuant to sub-clause (2) of this regulation 7 on the date twenty-eight days after becoming so entitled PROVIDED that the Directors may by resolution within such twenty-eight day period as aforesaid determine that such transfer notice shall not be deemed to have been served as aforesaid.

ALTERATION OF CAPITAL

8. The Company may from time to time by special resolution and subject to regulation 3(e) above increase the share capital by such sum, to be divided in to shares of such amount and to be issued to such persons and on such terms as the resolution shall prescribe.

BORROWING POWERS

9. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking,

property and uncalled capital, or any part thereof, and, subject to section 80 of the Companies Act 1985 and Article 3 hereof, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

PROCEEDINGS AT GENERAL MEETINGS

- 10.(a) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein provided, a quorum shall consist of one member being a holder of "A" shares one member being a holder of "B" shares and one member being a holder of "C" shares, each of whom is present in person or by proxy or (being a corporation) is represented in accordance with Section 375 of the Companies Act 1985
- 10.(b) In the case of a corporation a resolution in writing may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 of Table A shall be extended accordingly.
- 10.(c) In case of an equality of votes, the Chairman shall not be entitled to a second or casting vote unless the Chairman is a Life-time Director.
- 10.(d) Any such resolution in writing as is referred to in Regulation 53 of Table A may consist of several documents in the like form, each signed by one or more members (or on their behalf in accordance with Regulation 10.(b) above) as referred to in the said Regulation 53.

ADJOURNED MEETINGS

- 11.(a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the directors may determine, and, 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.
- 11.(b) Notice of a general meeting adjourned for absence of a quorum shall be given to all members of the Company. In the event of an adjournment of a general meeting at which a quorum is present, it shall not be necessary to give any notice of the adjourned meeting and Regulation 45 of Table A shall be construed accordingly.

VOTES OF MEMBERS

- 12.(a) On a show of hands every member who is present in person shall have and on a poll every member who is present in person or by proxy shall have one vote for every 'A' share of which he or she is the holder, one vote for every 'B' share of which he or she is the holder and one vote for every 'C' share of which he or she is the holder PROVIDED THAT (i) no shares of either

class shall confer any right to vote upon a resolution for the removal from office of a Director appointed or deemed to have been appointed by holders of shares of the other class, and (ii) if at any meeting any holder of shares is not present in person or by proxy the votes exercisable on a poll in respect of the shares of the same class held by members present in person or by proxy shall be pro tanto increased (fractions of a vote by any member being permitted) so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the shares of that class if all the holders thereof were present.

- 12.(b) An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or, if no place is so specified, at the registered office) at least one hour before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used or be delivered to the Secretary (or the chairman of the meeting) on the day and at the place of, but in any event before the time appointed for holding, the meeting or adjourned meeting or poll. An instrument of proxy shall not be treated as valid until such delivery shall have been effected.

DIRECTORS

- 13.(a) Prior to the death or vacation of office of all of the Life-time Director(s) by reason of the Specified Circumstances the number of directors shall be not more than two and thereafter the number of directors shall be not more than three.
- 13.(b) No director, other than a Life-time Director, shall be entitled to remuneration from the Company except pursuant to a written Service Contract which has been approved by a special resolution of the members.
- 13.(c) No shareholder, privileged relation (as defined in Regulation 7(h)) of a shareholder or spouse of a shareholder shall be employed by or receive remuneration from the Company except pursuant to a directors written service contract under Regulation 13(b) above or otherwise on terms approved by the Life-time Director(s) in office or a special resolution of the members

POWERS AND DUTIES OF DIRECTORS

- 14.(a) The business of the company shall be managed by the directors, who may pay all expenses incurred in promoting and registering the company, and may exercise all such powers of the company as are not, by the Companies Act 1985 or these articles, required to be exercised by the company in general meeting, subject, nevertheless to the provisions of the Act and these articles.

14.(b) Subject to the next following sub-paragraph, a Director may vote in respect of any contract or arrangement in which he is interested and be counted in the quorum present of any meeting at which any such contract or arrangement is proposed or considered, and if he shall so vote his vote shall be counted.

14.(c) The Company shall in all respects duly comply with the provisions of Section 309 and Part X of the Companies Act 1985.

APPOINTMENT AND REMOVAL OF DIRECTORS

15.(a) The holders of a majority in nominal value of the issued "A" shares shall be entitled at any time and from time to time to appoint any person an 'A' director (but so that not more than one person shall be in office as an 'A' director at any one time), to determine the period for which such person is to hold office and to remove any 'A' director from his office.

15.(b) The holders of a majority in nominal value of the issued "B" shares shall be entitled at any time and from time to time to appoint any person a 'B' director (but so that not more than one person shall be in office as a 'B' director at any one time), to determine the period for which such person is to hold office and to remove any 'B' director from his office.

15.(c) The holders of a majority in nominal value of the issued "C" shares shall be entitled at any time and from time to time to appoint any person a 'C' director (but so that not more than one person shall be in office as a 'C' director at any one time), to determine the period for which such person is to hold office and to remove any 'C' director from his office.

15.(d) Every appointment, determination or removal made pursuant to paragraphs (a) (b) and (c) of this regulation shall be made by notice in writing signed by or on behalf of the holders of a majority in nominal value of the issued "A", "B" or "C" shares; every such notice (which may consist of several documents each signed by or on behalf of one or more such holders) shall be delivered or sent to the secretary or registered office of the company, and to the other persons entitled under this regulation 15 to appoint a director and shall take effect from the time of receipt.

15.(e) The right and power of appointment, determination or removal pursuant to this regulation 15 shall not be exercisable until the death or vacation of office of all of the Life-time Director(s) by reason of the Specified Circumstances. Until such time the Life-time Director(s) shall have the sole power to appoint and may remove a person as a director, provided that any such appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. Any director so appointed shall cease to hold office at the Annual General Meeting next following the date of the death or vacation of

office by reason of the Specified Circumstances of all of the Life-time Director(s)

PROCEEDINGS OF DIRECTORS

- 16.(a) The directors may meet together for the dispatch 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.
- 16.(b) Save as herein otherwise provided, the quorum necessary for the transaction of business of the directors shall be either one Life-time Director or the 'A' director, the 'B' director and the 'C' director. If within half an hour from the time appointed for a meeting a quorum is not present, it shall stand adjourned to the same day in the next week, at the same time as the same time and place or to such other day and at such other place as the chairman of the directors may determine PROVIDED THAT if the holders of the class of shares who have or are entitled to appoint a director who is absent at the original meeting are provided with 14 days written notice of the adjourned meeting the quorum necessary for such adjourned meeting shall be reduced to any two of the 'A', 'B' or 'C' directors..
- 16.(c) In the case of an equality of votes the chairman shall not have a second or casting vote unless the Chairman is a Life-time Director.
- 16.(e) For the purposes of paragraph (b) of this regulation an alternate director of an 'A', 'B' or a 'C' director shall be deemed to be an 'A', 'B' or 'C' director as appropriate.
17. The Continuing directors may act notwithstanding any vacancy in their number, but, after the death or vacation of office by reason of the Specified Circumstances of all of the Life-time Director(s), if and so long as the number of directors is reduced below two, the continuing director may act for the purpose of summoning a general meeting of the company or of the holders of any class of shares but for no other purposes.

ALTERNATE DIRECTORS

- 18.(a) Each director shall have power from time to time to nominate any person to act as his alternate director and at his discretion to remove such alternate director.
- 18.(b) An alternate director shall (except as regards power to appoint an alternate director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other directors, and shall be entitled to receive notices of all meetings of the directors and to attend speak and vote at any such meeting at which his appointer is not present.

- 18.(c) One person may act as alternate director to more than one director and while he is so acting shall be entitled to a separate vote for each director he is representing and, if he is himself a director, his vote or votes as an alternate director shall be in addition to his own vote.
- 18.(d) Any appointment or removal of an alternate director may be made by cable, telegram telex or facsimile transmission or in any other manner approved by the directors. Any cable, telegram telex or facsimile transmission shall be confirmed as soon as possible by letter, but may be acted upon by the company meanwhile.
- 18.(e) If a director making any such appointment as aforesaid shall cease to be a director otherwise than by reason of vacating his office at a meeting of the company at which he is re-elected, the person appointed by him shall thereupon cease to have any power or authority to act as an alternate director.
- 18.(f) A director shall not be liable for the acts and defaults of any alternate director appointed by him.
- 18.(g) An alternate director shall not be taken into account in reckoning the minimum or maximum number of directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the directors attended by him at which he is entitled to vote.

DISQUALIFICATION OF DIRECTORS

19. The office of a director shall be vacated:-

- (1) If by notice in writing to the Company he resigns the office of Director.
- (2) If he becomes bankrupt or insolvent, or enters into any arrangement with his creditors.
- (3) If he is prohibited from being a Director by order made under any of the provisions of the Company Directors Disqualification Act 1986.
- (4) If he becomes of unsound mind.
- (5) If he is removed from office by a resolution duly passed under Section 303 of the Companies Act 1985.

20. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

DISTRIBUTIONS POLICY

All distributions by way of dividend must be approved by a special

resolution of the members.

INDEMNITY

22. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the actual or purported execution of the duties of his office, the exercise or purported exercise of his powers and/or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for loss damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act

INSURANCE

23. Without prejudice to the provisions of Regulation 87, the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any other such company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any other such company, subsidiary undertaking or pension fund; for the purposes of this Article "holding company" and "subsidiary undertaking" shall have the same meaning as in the Companies Act 1989.