

**G**

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

To the Registrar of Companies

For official use

For official use

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

[ ] [ ] [ ] [ ]

25365406

Name of company

\* Insert full  
name of Company

\* INTERCEDE 875 LIMITED

I, Barbara Kerrof 1 Palace Court GardensMuswell HillLondon N10 2LB† 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 Queensbridge House60 Upper Thames StreetLondon EC4V 3BDthe 22nd day of AugustOne thousand nine hundred and ninetybefore me C.L. Sallabank

(C.L. Sallabank)

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

Declarant to sign below

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

**McKENNA & Co.**  
71 QUEEN VICTORIA STREET  
LONDON EC4V 4EB  
SOLICITORS

For official Use

New Companies Section

Post room

**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

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

For official use

Name of company

\* insert full name  
of company

\* INTERCEDE 875 LIMITED

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

Inveresk House	
1 Aldwych	
London	
Postcode	WC2R 0HF

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

McKenna & Co	
71 Queen Victoria Street	
London	
Postcode	EC4V 4EB

Number of continuation sheets attached (see note 1)

PRINTED AND SUPPLIED BY

**Jordans**JORDAN & SONS LIMITED  
JORDAN HOUSE  
BRUNSWICK PLACE  
LONDON N1 6EE  
TELEPHONE 01 253 3030  
TELEX 281010Presenter's name address and  
reference (if any): BK/SCR**McKENNA & Co.**  
71 QUEEN VICTORIA STREET  
LONDON EC4V 4EB  
SOLICITORS

For official Use

General Section

Post room

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

Please do not write in this margin

Name (note 3)		Robert John Windmill		Business occupation	
				Solicitor	
Previous name(s) (note 3)				Nationality	
Address (note 4)		57 Rivermead Court		British	
		Ranelagh Gardens		Date of birth (where applicable)	
London		Postcode	SW6 3RY	(note 6) N/A	
Other directorships †					
See list attached					
I consent to act as director of the company named on page 1					
Signature				Date 6-8-90	

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

Name (note 3)		Barbara Kerr		Business occupation	
				Company Secretary	
Previous name(s) (note 3)				Nationality	
Address (note 4)		1 Palace Court Gardens		British	
		Muswell Hill		Date of birth (where applicable)	
London		Postcode	N10 2LB	(note 6) N/A	
Other directorships †					
See list attached					
I consent to act as director of the company named on page 1					
Signature				Date 6-8-90	

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	

**BARBARA KERR - LIST OF DIRECTORSHIPS**

**Inveresk Secretaries Limited**

**National Heritage Limited**

**Showtime Limited**

**Showtime The Movie Channel Limited**

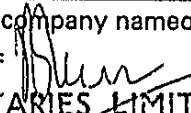
**LIST OF DIRECTORSHIPS - R.J. WINDMILL**

National Heritage Limited  
Colquhoun Lowson & Company Limited  
Scottish Trust Managers Limited  
Gresham Street Nominees Limited  
Harvey Hubbell Limited  
Grelco Limited  
Grelco Realisations Limited  
Croft Hill Investments Limited  
Oberman (Watford) Limited  
La Bour Pump Company Limited  
Linhay Meats Limited  
Dickensons Quality Meats Limited  
Kumagai Gumi U.K. Limited  
Fairlawn Limited  
Flogas Limited  
Chattem (U.K.) Limited  
Inveresk Secretaries Limited  
Kumagai Glengate Limited  
Leaning Tower Restaurant Limited  
Casa Porrelli (Kensington) Limited  
Kumagai Glengate (Properties) Limited  
Katun (UK) Limited  
Debat Ethical and Cosmetic Preparations Limited  
Carlton Cards Limited

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write in  
this margin

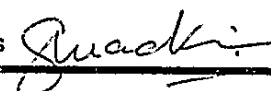
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

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)		INVERESK SECRETARIES LIMITED	
Previous name(s) (note 3)			
Address (notes 4 & 7)		Inveresk House	
		1 Aldwych	
London		Postcode	WC2R 0HF
I consent to act as secretary of the company named on page 1			
For and on behalf of 			
Signature INVERESK SECRETARIES LIMITED		Date 6-8-90	

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

delete if the form is  
signed by the  
subscribers

Signature of agent on behalf of subscribers 	Date 6-8-90
----------------------------------------------------------------------------------------------------------------------------------	-------------

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

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

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

The Companies Act 1985

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Company Limited By Shares

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MEMORANDUM OF ASSOCIATION

of

INTERCEDE 875 LIMITED

- 
1. The name of the Company is "INTERCEDE 875 LIMITED"
  2. The registered office of the Company will be situated in England.
  3. The objects for which the Company is established are:
    - (1) To carry on all or any of the following businesses:  
Representatives, agents, factors, distributors, importers, exporters, manufacturers and wholesale and retail dealers for or on behalf of any individual, company, firm or other body or as principals in and about every kind of marketable product, process, materials and services of whatever description, and for these purposes to negotiate and handle contracts and agreements of all kinds, to act as representatives and agents of and for any individual, company, firm, association, authority, organisation or other body in any part of the world and for any purpose whatever, to tender for and to place contracts, investments and other rights, to act for and to provide all kinds of services, agencies and consultancies to all or any parties or

prospective parties to any contract or other agreement, and to carry on business as advertising and publicity agents, sales promoters, marketing and market research specialists, direct selling and mail order specialists, exhibition and display contractors and promoters, merchandising agents, warehousemen, storers, packers, customs house brokers, shipping and forwarding agents, clearing agents, wharfingers, insurance brokers, carriers, hauliers and providers of all kinds of facilities in connection with or ancillary to any of the above businesses and all other businesses at the discretion of the Directors.

- (2) To buy, sell, export, manufacture and deal in all kinds of goods, stores and equipment whether in connection with any of the above activities or otherwise and to act as agents for all purposes.
- (3) To apply for, purchase or otherwise acquire any patents, licences, concessions, privileges and like rights, conferring a non-exclusive or exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licences in respect of, or otherwise turn to account, the rights and information so acquired.
- (4) To sell, improve, manage, develop, lease, mortgage, let, charge, dispose of, turn to account, or otherwise deal with all or any part of the undertaking or property or rights of



the Company, and to sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for cash, shares, debentures or debenture stock or other obligations, whether fully paid or otherwise, of any other company.

- (5) To carry on the business of commission agents, factors, general merchants and dealers in every description of goods, exporters and importers, concessionaires, wholesale and retail traders, carriers, warehousemen, designers, advertising contractors or agents, or trustees, brokers or agents for any company.
- (6) To manufacture, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances and other articles which may be advantageous to the Company or which any of the customers or other companies having dealings with the Company may from time to time require.
- (7) To carry on any other activity and do anything of any nature which may seem to the Company capable of being conveniently carried on or done by the Company in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company.
- (8) To purchase, take on lease or licence or in exchange, apply for, hire, renew or otherwise acquire and hold for any estate or interest, and to sell, let, license or otherwise dispose of, in whole or in part, any lands, buildings, machinery, rights, stock-in-trade, business concerns, choses

in action, and any other real and personal property of any kind including all of the assets of the Company and to perform any services or render any consideration and to construct, equip, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business and in each case for any consideration which may be thought fit.

- (9) To enter into partnership or any other arrangement for sharing profits or joint adventure or co-operation with any company carrying on, engaged in or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to subsidise or otherwise assist any such company.
- (10) To invest and deal with moneys of the Company not immediately required in or upon such investments (other than shares in the Company) and in such manner as may from time to time seem expedient.
- (11) To lend money to such companies with or without security and otherwise on such terms as may seem expedient.
- (12) To guarantee, grant indemnities in respect of, support or secure, whether 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 contracts or obligations and the repayment or payment of the principal and premium of and interest and dividends on

any securities or obligations of any company whether having objects or engaged or intending to engage in business similar to those of the Company or not.

- (13) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms as may be thought expedient of securities of any description.
- (14) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, shipping documents and other negotiable or transferable instruments, and to buy, sell and deal in foreign currencies.
- (15) To grant pensions, allowances, gratuities and bonuses to existing or former employees and officers (including Directors) of the Company or of any company in which the Company (directly or through other companies) holds shares or of any predecessor in business of the Company or of its holding company, or to their dependants or relations or connections, and to make payments towards insurance for any such purpose, and to establish or support trusts, funds or schemes (whether contributory or non- contributory) for any such purposes or any other institutions, trusts, funds, schemes, clubs and conveniences calculated to benefit any such persons.

- (16) To promote or assist in promoting any company or companies in any part of the world and to subscribe for shares therein or other securities thereof for the purpose of carrying on any business which the Company is authorised to carry on or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (17) To amalgamate with any other company in any manner whatsoever (whether with or without a liquidation of the Company).
- (18) To procure the Company to be registered or recognised in any country or place in any part of the world.
- (19) To compensate for loss of office any Directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged.
- (20) To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company or any company promoted by the Company, the issue of the capital of the Company or any such other company, the negotiations between the promoters preliminary to the formation of the Company, the acquisition by the Company of any property or assets and the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid.

- (21) To insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company.
- (22) To act as directors or managers of, or to appoint directors or managers of, any subsidiary company or any other company in which the Company is or may be interested.
- (23) To contribute by donation, subscription, guarantee or otherwise to any public, general, charitable or other useful object whatever.
- (24) 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.
- (25) 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, subsidiaries or otherwise.
- (26) To do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby declared that the word "company" in this clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere. The intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed, be in nowise limited or restricted by reference to or inference from the terms of

any other paragraph, from the name of the Company or from the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and independent company.

4. The liability of the members is limited.

5. The share capital of the Company is £100, divided into 100 Shares of £1 each.

No.

The Companies Act 1985

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Company Limited By Shares

---

MEMORANDUM  
and  
ARTICLES OF ASSOCIATION  
of  
INTERCEDE 875 LIMITED

---

Incorporated the      day of      1990

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McKenna & Co  
71 Queen Victoria Street  
London EC4V 4EB

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.

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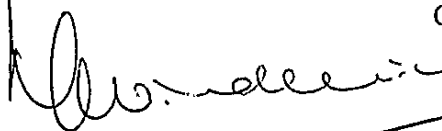
NAMES, ADDRESSES AND NUMBER OF SHARES TAKEN  
DESCRIPTIONS OF SUBSCRIBERS BY EACH SUBSCRIBER

---

ROBERT JOHN WINDMILL  
Inveresk House  
1 Aldwych  
London WC2R OHF

SOLICITOR

One



BARBARA KERR  
Inveresk House  
1 Aldwych  
London WC2R OHF

COMPANY SECRETARY

One



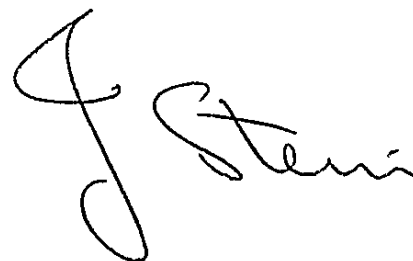
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Dated this 6th day of August 1990.

Witness to the above Signatures:

JOHN STEIN  
Inveresk House  
1 Aldwych  
London WC2R OHF

SOLICITOR





**The Companies Act 1985**

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**Company Limited by Shares**

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**ARTICLES OF ASSOCIATION**

of

**INTERCEDE 875 LIMITED**

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**INTERPRETATION**

1. In these Articles:-

"The Act" means the Companies Act 1985;

"Table A" means 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.

2. The Regulations contained in Table A shall apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.

3. Regulations 8, 24, 41, 59, 64, 65, 73 to 78, 80, 94 and 118 of Table A shall not apply to the Company.

**SHARE CAPITAL**

4. Subject to any direction to the contrary which may be given by the Company in General Meeting, the directors are unconditionally authorised to allot, create deal with or otherwise dispose of relevant securities (within the meaning of section 80(2) of the Act) to such persons (including any director) on such terms and at such time or times as they think fit, provided that no shares shall be issued at a discount.

5. The maximum nominal amount of share capital which the directors may allot or otherwise dispose of in accordance with Article 4 shall be the nominal

amount of unissued shares at the date of incorporation of the Company or such other amount as shall be authorised by the Company in General Meeting.

6. The authority conferred on the directors by Articles 4 and 5 shall remain in force for a period of five years from the date of incorporation of the Company and thereafter provided this authority is renewed from time to time by the Company in General Meeting in accordance with Section 80 of the Act.

7. The provisions of Section 89(1) of the Act shall not apply to the Company.

#### **LIEN**

8. The Company shall have a first and paramount lien on every share for all monies (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 registered in the name of any person (whether solely or jointly with others) for all monies owing to the Company from him or his estate either alone or jointly with any other person whether as a member or not and whether such monies are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.

#### **TRANSFER OF SHARES**

9. The directors may, in their absolute discretion and without giving any reason therefor, decline to register any transfer of any share whether or not it is a fully paid share.

#### **PROCEEDINGS AT GENERAL MEETINGS**

10. If a quorum is not present within half an hour of the time appointed for a General Meeting, the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall stand adjourned to such day and at such 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 members present shall be a quorum.

11. A poll may be demanded at any General Meeting by any member entitled to vote thereat. Regulation 46 of Table A shall be modified accordingly.
12. On a show of hands or on a poll votes may be given either personally or by proxy.

#### **NUMBER OF DIRECTORS**

13. Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum and the minimum number of directors shall be one.

#### **DELEGATION OF POWERS**

14. The following sentence shall be inserted after the first sentence of Regulation 72 of Table A:

"Any committee of directors shall have the power unless the directors direct otherwise to appoint as a member or as members of the committee for any specific purpose any person or persons who are not directors of the Company".

#### **ALTERNATE DIRECTORS**

15. Any director (other than an alternate director) may appoint any person to be an alternate director and may remove from office an alternate director so appointed by him.
16. When an alternate director is also a director or acts as an alternate director for more than one director, such alternate director shall have one vote for every director so represented by him (in addition to his own vote if he is himself a director) and when so acting shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two.

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

17. The directors shall not be subject to retirement by rotation and accordingly the final two sentences of Regulation 79 of Table A shall not apply to the Company.

18. The Company may by ordinary resolution appoint a person who is willing to act as a director either to fill a vacancy or as an additional director.

19. Any member or members holding a majority in nominal amount of the issued share capital which confers the right to attend and vote at General Meetings may at any time appoint any person to be a director, whether as an additional director or to fill a vacancy, and may remove from office any director howsoever appointed. Any such appointment or removal shall be effected by notice in writing to the Company signed by the member or members making the same or in the case of a corporate member signed by any director thereof or by any person so authorised by resolution of the directors or of any other governing body thereof. Any such appointment or removal shall take effect when the notice effecting the same is delivered to the registered office or to the secretary of the Company, or is produced at a meeting of the directors. Any such removal shall be without prejudice to any claim which a director may have under any contract between him and the Company.

20. There shall be no age limit for directors of the Company.

21. A director shall not be required to hold any qualification shares in the Company.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

22. Regulation 81 of Table A shall be amended by substituting for paragraphs (c) and (e) thereof the following provisions:

"(c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or"

"(e) he is otherwise duly removed from office."

## REMUNERATION OF DIRECTORS

23. Regulation 82 of Table A shall be amended by the addition of the following:
- "Such remuneration shall be divided between the directors in such proportion and manner as the directors may unanimously determine or in default of such determination equally, except that any director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he has held office. Any director who, at the request of the directors, performs special services or goes or resides abroad for any purpose of the Company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors may determine."

## PROCEEDINGS OF DIRECTORS

24. Regulation 88 of Table A shall be amended by substituting for the sentence:
- "It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom".

the following sentence:

"Notice of every meeting of directors shall be given to each director or his alternate director, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom".

25. If and so long as the minimum number of directors specified under these Articles is one, a sole director may exercise all the powers conferred on the directors by these Articles, and shall do so by written resolution under his hand and, so long as there is such sole director, Regulations 88 to 90 of Table A shall not apply to the Company and Article 23 of these Articles shall have no effect.

26. Any director (including an alternate director) may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

27. Subject to such disclosure as is required by Section 317 of the Act a director shall be entitled to vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

#### THE SEAL

28. In accordance with Section 39 of the Act the Company may have an official seal for use in any territory, district or place elsewhere than in the United Kingdom.

#### NOTICES

29. Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111, and 112 of Table A shall be amended accordingly.

#### INDEMNITY

30. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office including, but without prejudice to the generality of the foregoing,

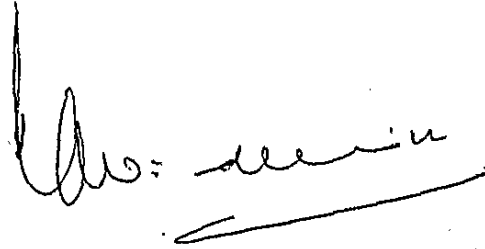
any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part, or (b) in connection with any application in which relief is granted to him by the Court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

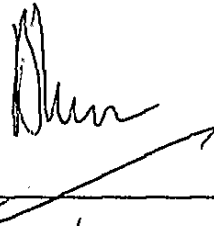
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ROBERT JOHN WINDMILL  
Inveresk House  
1 Aldwych  
London WC2R 0HF  
  
SOLICITOR



BARBARA KERR  
Inveresk House  
1 Aldwych  
London WC2R 0HF

COMPANY SECRETARY

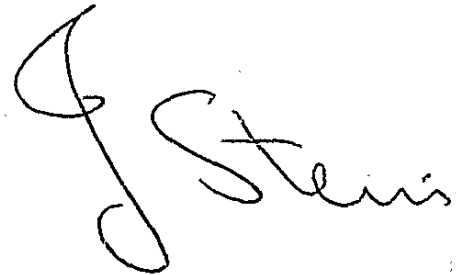


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Dated this 6th day of August, 1990.

Witness to the above Signatures:

JOHN STEIN  
Inveresk House  
1 Aldwych  
London WC2R 0HF  
  
SOLICITOR







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

No. 2536540

I hereby certify that

**INTERCEDE 875 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 4 SEPTEMBER 1990

  
M. ROSE

an authorised officer

No. of Company: 2536540

THE COMPANIES ACT 1985



\_\_\_\_\_  
COMPANY LIMITED BY SHARES  
\_\_\_\_\_

SPECIAL RESOLUTION IN WRITING

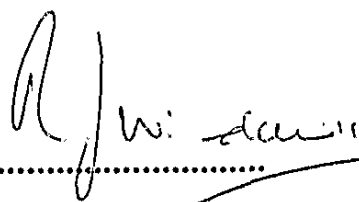
of


INTERCEDE 875 LIMITED

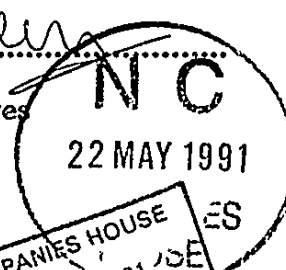
The following Resolution in writing was passed on 17th MAY 1991, pursuant to Regulation 53 of Table A incorporated in the Company's Articles of Association, by all the members of the Company as a Special Resolution of the Company:-

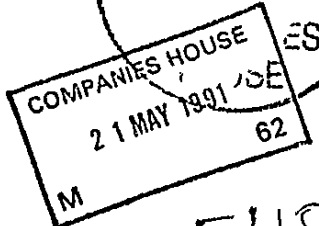
That, with the consent of the Registrar of Companies, the name of the Company be changed to:-

"TILBURY PHOENIX LIMITED"

  
.....  
R.J. Windmill

  
.....  
B. Reeves





F40/RBSL  
034837

FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2536540

I hereby certify that

**INTERCEDE 875 LIMITED**

having by special resolution changed its name,

is now incorporated under the name of

**TILBURY PHOENIX LIMITED**

Given under my hand at the Companies Registration Office,  
Cardiff the 29 MAY 1991

*M. Rose*  
M. ROSE

an authorised officer

G

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

224

lease do not  
rite in  
is margin

Pursuant to section 224 of the Companies Act 1985  
as inserted by section 3 of the Companies Act 1989

lease complete  
gibly, preferably  
black type, or  
old block lettering

To the Registrar of Companies  
(Address overleaf)

Company number

2536540

Name of company

Insert full name  
of company

TILBURY PHOENIX LIMITED

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

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

Day Month

3 1 1 2

April  
Day Month

5 0 4

June  
Day Month

3 0 0 6

1 December  
Day Month

3 1 1 2

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

Signed Ruth L. Brown. Designation SECRETARY Date 29.5.91

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

For official use  
D.E.B.

Post room

COMPANIES HOUSE

- 1 JUN 1991

M

49

No. of Company: 2536540

THE COMPANIES ACT 1985

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COMPANY LIMITED BY SHARES

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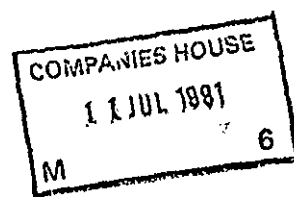
SPECIAL RESOLUTIONS IN WRITING

of

TILBURY PHOENIX LIMITED


The following Resolutions in writing were passed on 28 June 1991, pursuant to Regulation 53 of Table A incorporated in the Company's Articles of Association, by all the members of the Company as Special Resolutions of the Company:-

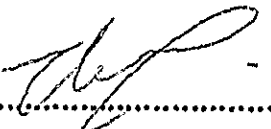
1. That the Company's Memorandum of Association be amended by the adoption of a new Clause 3 in the form of the Clause 3 contained in the document marked "A" in substitution for and to the exclusion of the existing Clause 3 in the Company's Memorandum of Association.
2. That the 100 existing issued and unissued ordinary shares of £1 each be converted into 67 "A" Shares of £1 each and 33 "B" Shares of £1 each, such "A" Shares and "B" Shares respectively carrying the rights attributed thereto in the Articles of Association referred to in the Special Resolution numbered 3 below and that the capital of the Company be increased from £100 to £1,002 by the creation of 1 additional "A" Share of £1 and 1 additional "B" Share of £1 and the creation of 900 Preference Shares of £1 each respectively carrying



the rights attributed thereto in the Articles of Association referred to below.

3. That the regulations contained in the printed document marked "B" be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the Company's existing Articles of Association.

  
.....  
D. Nicoll for and on behalf of  
Tilbury Developments Limited

  
.....  
T. Slater

  
The Companies Acts 1985 and 1989

Company No.

\_\_\_\_\_  
Private Company Limited By Shares  
\_\_\_\_\_

\_\_\_\_\_  
AMENDED

MEMORANDUM

and

NEW

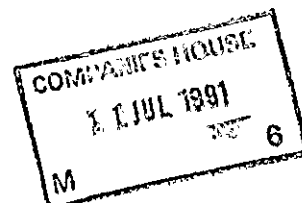
ARTICLES OF ASSOCIATION

of

TILBURY PHOENIX LIMITED

(Adopted by Written Resolution passed on 28/6/1991)

McKenna & Co.  
Mitre House  
160 Aldersgate Street  
London EC1A 4DD  
JAT-D0441



The Companies Acts 1985 and 1989

Company No.

---

Company Limited By Shares

---

MEMORANDUM OF ASSOCIATION

of

TILBURY PHOENIX LIMITED

- \*1. The name of the Company is "TILBURY PHOENIX LIMITED"
- 2. The registered office of the Company will be situated in England.
- \*\*3. The objects for which the Company is established are:
  - (1) (a) To acquire by purchase, lease, exchange, option or otherwise for development, investment, letting or resale any land, property or building ("the Property") and to acquire, hold create, reserve, sell, dispose and deal in any freehold, leasehold or other interest in or right over the Property or any part thereof;
  - (b) To develop, construct, demolish, reconstruct, build, alter, repair, improve, decorate, furnish, manage and let in whole or in part any buildings, offices, flats, houses and residential units erected or to be erected from time to time on the Property;

\* The name of the Company was changed from Intercede 875 Limited by Written Resolution dated 17th May 1991.

\*\* The memorandum of association was amended by the adoption of a new Clause 3 by Written Resolution dated 28 June 1991.



- (c) To raise finance whether or not upon the security of the Property or any interest therein or any part thereof and to mortgage, charge, dispose of, turn to account, grant licences, options, rights and privileges over or in respect of the Property or any part thereof;
- (d) To prepare the Property as a building site, to construct sewers, drains and pipes to, on or for the Property or any part thereof and to lay paving, and roads and to carry out planting on, to or for the Property or any part thereof;
- (e) To enter into contracts in connection with or identical to any purpose connected with the Property with builders, contractors, engineers, developers, architects, surveyors, lawyers, banks, financiers, estate agents, valuers, mortgage and insurance brokers and agents, builders merchants, plant hire specialists and contractors, merchants of and dealers in plant, machinery, vehicles, appliances and materials of all kinds, painters, decorators, plumbers, haulage and transport contractors, electricians, tilers and glaziers;
- (f) To enter into contracts in relation to or incidental to the Property or any part thereof with tenants and others and to supply tenants and occupiers of the Property or any part thereof with all services, conveniences and amenities, commonly required by tenants and occupiers;

- (g) To carry on in connection with or incidental to any purpose connected with the Property or any part thereof all or any of the business of building, civil engineering contractors, land estates and property developers, repairers and jobbers, estates agents and managers, mortgage and insurance brokers and agents, surveyors, valuers and auctioneers, painters, decorators and plumbers, electricians and general engineers;
  - (h) To carry on any other trade, activity or business whatever in connection with or ancillary to any purpose connected with the Property or any part thereof;
  - (i) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of the Property or any part thereof; and
  - (j) to apply for all necessary planning and other permissions from relevant local and central governmental and other statutory bodies in relation to the development of any land and premises acquired and to obtain all such other necessary permissions required to be obtained in relation to the construction thereon of buildings of any and every kind.
- (2) To buy, sell, export, manufacture and deal in all kinds of goods, stores and equipment whether in connection with any of the above activities or otherwise and to act as agents for all purposes.

- (3) To apply for, purchase or otherwise acquire any patents, licences, concessions, privileges and like rights, conferring a non-exclusive or exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licences in respect of, or otherwise turn to account, the rights and information so acquired.
- (4) To sell, improve, manage, develop, lease, mortgage, let, charge, dispose of, turn to account, or otherwise deal with all or any part of the undertaking or property or rights of the Company, and to sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for cash, shares, debentures or debenture stock or other obligations, whether fully paid or otherwise, of any other company.
- (5) To carry on the business of commission agents, factors, general merchants and dealers in every description of goods, exporters and importers, concessionaires, wholesale and retail traders, carriers, warehousemen, designers, advertising contractors or agents, or trustees, brokers or agents for any company.
- (6) To manufacture, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances and other articles which may be advantageous to the Company or which any of the customers or other companies having dealings with the Company may from time to time require.

# McKENNA & Co

Solicitors

Mitre House 160 Aldersgate Street  
London EC1A 4DD  
Telephone 071-606 9000

Fax 071-606 9100 Telex 27251 CDE Box 724

London Brussels Hong Kong Tokyo

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff CF4 3UZ

Our Ref: JAT/4clk/34286.38

Your Ref:

Date: 10th July 1991

Dear Sir,

Tilbury Phoenix Limited - Company No. 2536540

Please find enclosed the following:-

1. Special Resolutions in Writing.
2. Print of Amended Memorandum and Articles of Association.
3. Companies Forms 882 and 123.

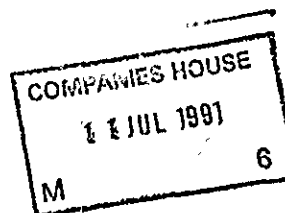
Kindly acknowledge safe receipt of the same by signing and returning the copy of our letter attached.

Yours faithfully,

*McKenna & Co.*

McKenna & Co

encl:



R H Mathouse	R J Windmill	R J A Williams	A L Marks	Ann Minogue	R W Muir	A J H Wood	D R Marks	J M Vivian	M V Henrick
C B Powell-Smith	J M H Bellhouse	G A J Bowles	I C Dodds-Smith	S A Renton	J Ede	C S Gardford	Sheena Brand	C J S Hodges	J B Richards
P R Ellington	I C Galenby	S M Watson	P J Long	N C Aiken	P H Smith	Kate Kelcher	R J Cull	A B Kilson	J R MacCarato
O C P Rahaghiati	G Billington	N A Brown	J M Cunliffe	H C Sherman	A S Nixon	T P Hardy	A M Edwards	R C Lane	
R J Taylor	M W Rich	Fiona Wholl	R S Price	J P Thurston	J T Uwins	A F Loring	S J Forster	M C Mendelsohn	
R H Burnett-Hall	S K Whybrow	B A R Concannon	R S Derry-Evans	A G Walsh	M C Laidon	J P W Holloway	H M Hadley	J P Beckitt	
J B Driffeld	R J Phillips	J A Ogley	R C C Galt	G R Hickinbottom	G J D Henelns	S B Jeffreys	T J Burton	R H Porter	

Consultants: D H Renton (California) R F Porter Dr H E Driver BSc MBBS Dip Tox MRCPath E A Goodbody B H Parsons R J Mallows P H Lawson J C Emmerson

The firm is regulated in the conduct of its investment business by the Law Society

- (7) To carry on any other activity and do anything of any nature which may seem to the Company capable of being conveniently carried on or done by the Company in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company.
- (8) To purchase, take on lease or licence or in exchange, apply for, hire, renew or otherwise acquire and hold for any estate or interest, and to sell, let, licence or otherwise dispose of, in whole or in part, any lands, buildings, machinery, rights, stock-in-trade, business concerns, choses in action, and any other real and personal property of any kind including all of the assets of the Company and to perform any services or render any consideration and to construct, equip, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business and in each case for any consideration which may be thought fit.
- (9) To enter into partnership or any other arrangement for sharing profits or joint adventure or co-operation with any company carrying on, engaged in or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to subsidise or otherwise assist any such company.
- (10) To invest and deal with moneys of the Company not immediately required in or upon such investments (other than shares in the Company) and in such manner as may from time to time seem expedient.
- (11) To lend money to such companies with or without security and otherwise on such terms as may seem expedient.

- (12) To guarantee, grant indemnities in respect of, support or secure, whether 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 contracts or obligations and the repayment or payment of the principal and premium of and interest and dividends on any securities or obligations of any company whether having objects or engaged or intending to engage in business similar to those of the Company or not.
- (13) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms as may be thought expedient of securities of any description.
- (14) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, shipping documents and other negotiable or transferable instruments, and to buy, sell and deal in foreign currencies.
- (15) To grant pensions, allowances, gratuities and bonuses to existing or former employees and officers (including Directors) of the Company or of any company in which the Company (directly or through other companies) holds shares or of any predecessor in business of the Company or of its holding company, or to their dependants or relations or connections, and to make payments towards insurance for any such purpose, and to establish or support

trusts, funds or schemes (whether contributory or non-contributory) for any such purposes or any other institutions, trusts, funds, schemes, clubs and conveniences calculated to benefit any such persons.

- (16) To promote or assist in promoting any company or companies in any part of the world and to subscribe for shares therein or other securities thereof for the purpose of carrying on any business which the Company is authorised to carry on or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (17) To amalgamate with any other company in any manner whatsoever (whether with or without a liquidation of the Company).
- (18) To procure the Company to be registered or recognised in any country or place in any part of the world.
- (19) To compensate for loss of office any Directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged.
- (20) To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company or any company promoted by the Company, the issue of the capital of the Company or any such other company, the negotiations between the promoters preliminary to the formation of the Company, the acquisition by the Company of any property or assets and the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid.

- (21) To insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company.
- (22) To act as directors or managers of, or to appoint directors or managers of, any subsidiary company or any other company in which the Company is or may be interested.
- (23) To contribute by donation, subscription, guarantee or otherwise to any public, general, charitable or other useful object whatever.
- (24) 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.
- (25) 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, subsidiaries or otherwise.
- (26) To do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby declared that the word "company" in this clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere. The intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph, from the name of the Company or from the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed



in as wide a sense as if each of the said paragraphs defined the objects of a separate and independent company.

4. The liability of the members is limited.
- \*5. The share capital of the Company is £1002 divided into 68 "A" Shares of £1 each and 34 "B" Shares of £1 each and 900 Preference Shares of £1 each.

- \* By Written Resolutions dated *28 June* 1991 the two ordinary shares in the capital of the Company in issue and 65 of the unissued shares were redesignated "A" Shares and 33 of the unissued shares were redesignated as "B" Shares and the capital of the Company was increased from £100 to £1002 by the creation of one "A" Share of £1, one "B" Share of £1 and 900 Preference Shares of £1 each having the rights set out in the Articles of Association adopted by the Company by Written Resolution of even date.

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 NUMBER OF SHARES TAKEN  
DESCRIPTIONS OF SUBSCRIBERS BY EACH SUBSCRIBER

---

ROBERT JOHN WINDMILL	ONE
Inveresk House	
1 Aldwych	
London WC2R OHF	

Solicitor

BARBARA KERR	ONE
Inveresk House	
1 Aldwych	
London WC2R OHF	

Company Secretary

---

Dated this 6th day of August 1990

Witness to the above Signatures:

JOHN STEIN  
Inveresk House  
1 Aldwych  
London WC2R OHF

The Companies Act 1985 and 1989

No. 2536540

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Private Company Limited By Shares

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NEW

ARTICLES OF ASSOCIATION

of

TILBURY PHOENIX LIMITED

Adopted by Special Resolution passed

199

---

McKenna & Co.  
Mitre House  
160 Aldersgate Street  
London EC1A 4DD

JAT-D0535

The Companies Act 1985

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Private Company Limited By Shares

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NEW  
ARTICLES OF ASSOCIATION  
of

TILBURY PHOENIX LIMITED

(Adopted by Special Resolution passed 199 )

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PRELIMINARY

1. In these Articles and in Table A -

"the Act" means the Companies Acts 1985 and 1989 including any statutory modifications or re-enactment thereof for the time being in force.

"Table A" means 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 and any other subordinate legislation coming into operation prior to the date of the adoption of these Articles.

"Group" (in relation to a group of companies) means that group formed by a company and all subsidiaries of any of those holding companies as those expressions are defined in the Act.

"Shares" means the "A" Shares and the "B" Shares together or separately as the context so requires;

"the "A" Shares" means the "A" Shares of £1 each in the capital of the company with the rights set out in the Articles hereinafter contained.

"the "B" Shares" means the "B" Shares of £1 each in the capital of the Company with the rights set out in the Articles hereinafter contained;

"the Preference Shares" means the 1% non-cumulative Preference Shares of £1 each with the rights hereinafter contained.

All references to a holder of shares shall where the context so requires include the proxy of or authorised representative of such holder.

The expression "authorised representative" means a representative appointed in the manner provided by Section 375(1)(a) of the Act by a body corporate which is a member of the Company or a person authorised in writing to act on behalf of a body corporate which is a member of the Company by a Director or secretary of that body corporate.

2. The Company is a Private Company and accordingly any invitation to the public to subscribe for any shares or debentures is prohibited.
3.
  - (1) The regulations contained in Table A shall apply to the Company with the exceptions, modifications and additions hereinafter contained and together with these Articles shall constitute the articles of the Company. In the event of any ambiguity or inconsistency between such regulations and these Articles, the provisions of these Articles shall prevail.
  - (2) Any proposed amendment to or variation of these Articles or of the Memorandum of Association of the Company shall be deemed to be a variation of the rights attached to the "A" Shares, the "B" Shares and the Preference Shares in the capital of the Company.

4. Regulations 2, 8, 17, 24, 32(a), 39, 40, 41, 50, 64, 65, 73 to 80 inclusive, 89 and 118 of Table A shall not apply to the Company.
5. The Company shall not have power to issue share warrants to bearer.

#### SHARE CAPITAL

6. The provisions of Section 89(1) of the Act shall not apply to the Company.
7.
  - (1) The capital of the Company (at the date of adoption of these Articles) is £1,002 divided into 68 "A" Shares of £1 each and 34 "B" Shares of £1 each and 900 Preference Shares of £1 each.
  - (2) "A" Shares and "B" Shares shall constitute different classes of shares for the purposes of the Act but shall save as in these Articles expressly provided confer upon the holders thereof the same rights and rank pari passu in all respects.
  - (3) Upon transfer to a member of the Company holding a different class of Shares any Share of a particular class (other than the Preference Shares) shall be automatically converted into a Share of a class of Shares held by the transferee unless the members shall unanimously determine otherwise.
8.
  - (1) Unissued shares in the capital of the Company for the time being shall only be allotted as follows:-
    - (A) unless otherwise agreed in writing every allotment shall be made pro rata to the number of "A" Shares and "B" Shares in issue;
    - (B) on the occasion of each allotment the "A" Shares and the "B" Shares shall be allotted at the same price (not being at a discount) and on the same terms as to date for payment;

- (C) no shares of either class shall be issued otherwise than to members holding shares of the same class without the prior written consent of all the members;
  - (D) as between holders of shares of the same class the shares of that class being allotted shall be allotted in proportion to such holders' then existing holdings of shares of that class or in such other proportions between them as all the members holding shares of the same class shall agree in writing;
  - (E) the Directors are by this Article generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities (as defined in the Act) up to an aggregate amount of £1,002. The authority conferred on the Directors by this Article 8 shall expire on the day preceding the fifth anniversary of the date of adoption of these Articles save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.
- (2) The Company may from time to time by Special Resolution, whether or not all the shares for the time being authorised shall have been issued or all the shares for the time being issued have been fully paid up, increase its share capital by new shares of such amount and class as the Special Resolution prescribes.
9. Save as provided in Article 8 the Directors shall have no power to issue unissued shares and shall not allot, grant options or subscriptions or conversion rights over or otherwise dispose of the same.

10. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time and in respect of that share; and the Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all monies owing to the Company from him or his estate either alone or jointly with any other person whether as a member or not and whether such monies are presently payable or not. The Company's lien on a share shall extend to any amount payable in respect of it.

#### RIGHTS ATTACHING TO PREFERENCE SHARES

11. The Preference Shares shall have priority in respect of repayment of capital to any other shares in the Company but shall not confer the right to any further participation in the assets of the Company. The holders of the Preference Shares shall be entitled to the right to receive, out of the profits which the Board of Directors of the Company may determine to distribute in respect of any financial year or other period for which audited accounts shall be made up a fixed non-cumulative preferential dividend at the rate of 1% per annum (exclusive of any imputed tax credit available to shareholders) on the capital paid up thereon, such dividend to be paid half-yearly on 30th June and 31st December in each year (in respect of the half years ending on those dates).
12. (1) The Company may subject to the provisions of the Act at any time redeem the whole or any part of the Preference Shares upon giving to the shareholders whose shares are to be redeemed not less than



three months notice in writing expiring at any time. The Company shall not be entitled to redeem any share unless it is a fully paid share.

- (2) In the case of a partial redemption the Preference Shares to be redeemed shall be selected in such manner as the Directors in their absolute discretion shall determine.
- (3) Any notice shall specify the particular shares to be redeemed, the date fixed for redemption and the place at which the certificates are to be presented for redemption. At the time and place so fixed each holder thereof shall be bound to surrender to the Company for cancellation the certificates for his shares which are to be redeemed (together with a receipt for the monies payable to him upon the redemption of such shares). Upon such surrender the Company shall pay to him the amount due upon redemption. If any certificate so surrendered to the Company shall include any Preference Shares not to be redeemed a fresh certificate for those shares shall be issued without charge.
- (4) There shall be paid on such Preference Shares redeemed the amount paid up thereon.

13. The Preference Shares shall not entitle the holders thereof to receive notice of or attend or vote at any general meeting of the Company.

14. (1) Subject to Article 14(2), upon any winding up or other distribution of capital the assets available for distribution amongst the Members shall be applied firstly in repaying the amounts paid up on the Preference Shares secondly in repaying the amounts paid up on the

"A" and "B" Shares pari passu and thirdly in distributing pari passu any remaining assets amongst the holders of the "A" Shares and "B" Shares.

- (2) If, on a winding up, there is a division among the shareholders in specie of the whole or any part of the assets of the Company, the liquidator shall have regard to and give effect to any agreement between the shareholders as to the proportions in which such assets shall be divided between them and Regulation 117 of Table A shall be amended accordingly.

#### MODIFICATION OF RIGHTS

15. Subject to the provisions of section 127 of the Act, all or any of the special rights for the time being attached to any class of Shares for the time being issued may from time to time (whether or not the Company is being wound-up) be altered or abrogated with the consent in writing of the holders of not less than three-quarters of the issued Shares of that class or with the sanction of an extraordinary resolution passed at a separate General Meeting of the holders of such Shares. To any such separate General Meeting all the provisions of these regulations relating to General Meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one person at least holding or representing by proxy or as authorised representative not less than one-third of the issued Shares of that class, that every holder of Shares of the class shall be entitled on a poll to one vote for every such Share held by him and that any holder of Shares of the class present in person or by proxy may demand a poll.

### CALLS ON SHARES

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

### TRANSFER OF SHARES

17. The instrument of transfer of any share shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof, provided that in the case of a partly-paid share the instrument of transfer must also be executed by or on behalf of the transferee.
18. (1) No transfer of any shares or any interest in any shares shall be made by any member unless the following provisions are complied with in respect of such transfer.
- (2) Any member, or person entitled to shares who wishes to transfer shares or any interest in shares ("the Vendor") shall give to the Company notice thereof in writing ("the Transfer Notice"). Subject as hereinafter mentioned, a Transfer Notice shall constitute the Directors the Vendor's agents for the sale of the shares specified therein ("the Sale Shares") at a price ("the Sale Price") set out in the Transfer Notice.
- (3) Except as otherwise expressly provided in this Article a Transfer Notice shall not be revocable except with the consent of all the Directors of the Company, who may impose such condition to any

consent as they think fit, including a condition that the Vendor bears all costs arising therefrom.

- (4) Provided the Vendor does not revoke the Transfer Notice as permitted by Article 18(3) the Directors shall forthwith by notice in writing offer to the other member the Sale Shares at the Sale Price. Such offer shall be open for a period of 21 days from the date of the notice ("the Acceptance Period").
- (5) If within the Acceptance Period the other member ("the Transferee") accepts the offer of the Sale Shares at the Sale Price the Directors shall forthwith give notice in writing ("the Acceptance Notice") of such acceptance to the Vendor and shall specify in such notice the place and time (being not earlier than 7 and not later than 14 days after the date of the Acceptance Notice) at which the sale of the Sale Shares shall be completed.
- (6) The Vendor shall be bound to transfer the Sale Shares to the Transferee, at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares shall be made to the Directors as agents for the Vendor. If the Vendor shall fail to transfer the Sale Shares 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, a transfer of the Sale Shares to the Transferee against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferee shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer the Transferee shall be entitled to insist

upon its name being entered in the register of members as the holder by transfer of the Sale Shares. The Company shall forthwith pay the Sale Price into a separate bank account in the Company's name and shall hold the Sale Price in trust for the Vendor subject to applying the same on its behalf in settling any fees or expenses falling to be borne by the Vendor. After the name of the Transferee has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

- (7) If the offer of the Sale Shares at the Sale Price shall not be accepted in whole by the Transferee within the Acceptance Period then the Vendor for a period of 3 months thereafter shall be at liberty to transfer all of the Sale Shares to any person at a price not being less than the Sale Price provided that the Directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the purchaser and if not so satisfied may refuse to register the relevant instrument of transfer.
- (8) Upon transferring the Sale Shares to the Transferee or to a third party in accordance with the provisions of this Article the Vendor shall procure that all Directors appointed by it to the Board of the Company shall resign.
- (9) Notwithstanding the foregoing provisions of this Article the Directors may decline to register any transfer of any share on which the Company has a lien.

- (10) Unless otherwise agreed in writing by all the members for the time being of the Company no Preference Shares or any interest therein shall be transferred to any person.
- (11) The restrictions on transfer contained in this Article shall not apply to:-
- (a) any transfer approved in writing by all the members;
  - (b) any transfer from the holder of "A" Shares to another holder of "A" Shares and any transfer from the holder of "B" Shares to another holder of "B" Shares;
  - (c) any transfer by a corporate member to an associated company (that is to say a company which forms part of such corporate member's Group) provided always that if the transferee company subsequently ceases to be part of such Group the transferee company shall be deemed to have given a Transfer Notice immediately prior to that event in respect of all shares so transferred;
  - (d) any transfer by a corporate member to a company formed to acquire the whole or a substantial part of the undertaking and assets of such corporate member as part of a scheme of amalgamation or reconstruction;
- provided that it must be proved to the reasonable satisfaction of the Directors that the transfer bona fide falls within one of these exceptions.
- (12) For the purposes of this Article and other relevant provisions of these Articles the following shall be deemed (without limitation) to be service of a Transfer Notice:-

- (a) any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself;
  - (b) any sale or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise) by whomsoever made and whether or not effected by an instrument in writing;
- (13) If any member of the Company enters into a transaction of the kind referred to in paragraph (12) of this Article or otherwise attempts to transfer any shares otherwise than in accordance with this Article, or if any member dies or becomes bankrupt or in the case of a corporate member enters into liquidation (except a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or has a provisional liquidator appointed or suffers a receiver (which expression shall include an administrative receiver) to be appointed of any of its assets or an administrative order is made or a petition for such an order is prosecuted in respect of it or any voluntary arrangement is proposed under Section 1 of the Insolvency Act 1986 (or any statutory modification or re-enactment thereof in respect of it) such member shall be deemed to have given a Transfer Notice in respect of all shares of each class held by such member or by any nominee for him respectively immediately prior to that event.

(14) In respect of any Transfer Notice deemed to have been given under paragraphs (12)(b) or (13) and (15) of this Article:

(a) such notice shall be deemed to contain a provision that unless all the Sale Shares comprised therein are sold by the member pursuant to this Article none shall be sold and any such provision shall be binding on the member; and

(b) paragraph (4) of this Article shall not apply in so far as it entitles the Vendor to withdraw the Transfer Notice. Furthermore where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him then sub-paragraph (b) of this paragraph shall apply.

(15) If any corporation becoming or having become a member shall at any time cease to be controlled by the person (which expression shall include a body corporate or firm) or persons who at the time when the corporation became a member had control, the member shall be deemed immediately prior to that event to have served a Transfer Notice in respect of all the shares held by it, unless all the holders of shares shall otherwise agree in writing. For the purposes of this paragraph, a person shall be deemed to have control of a corporation if by reason of the ownership of shares in that corporation or otherwise, the person concerned is able directly or indirectly to secure that the affairs of that corporation are conducted in accordance with the wishes of that person.

(16) For the purpose of ensuring that a transfer of shares is duly authorised hereunder, or that no circumstances have arisen whereby



a Transfer Notice is deemed to have been given hereunder, the Directors may require any member or the legal representatives of a deceased member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the Directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares. If the Directors do so require and the notice is not duly given within one month from the date of its being so required, such notice shall be deemed to have been given at the expiration of such period and the provisions of this Article shall take effect accordingly.

- (17) Subject to paragraph (16) of this Article the Directors shall register any transfer made pursuant to or permitted by the foregoing provisions of this Article, but shall refuse to register any other transfer.

#### GENERAL MEETINGS

19. The powers of consolidation, division, sub-division and cancellation of the share capital of the Company conferred by Regulation 32(b), (c) and (d) of Table A shall be exercised by Ordinary Resolution.

20. No business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business and when such business is voted on. Two members present in person or by proxy (or, in the case of a member being a Corporation by authorised representative) shall be a quorum for all purposes, provided that so long as the issued share capital of the Company is divided into "A" and "B" Shares, one such member shall be the holder of an "A" Share. Where all the holders of any such class have waived in writing the quorum requirement as concerns that class then such waiver shall be effective for the meeting or particular business specified in the waiver or otherwise as specified in the waiver. The Chairman at any General Meeting shall not be entitled to a casting vote.

21. Subject to Article 22:

(1) If within half an hour from the time appointed for any General Meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week but one (or if that day be a holiday to the next working day thereafter) and at the same time and place or to such other date time and place (not being more than 30 days nor less than 10 days after the date appointed for the adjourned meeting unless so agreed by the holders of not less than nine tenths in nominal value of the shares entitled to vote at the meeting) as the Directors may determine and if at the adjourned meeting a quorum of one "A" Shareholder is not present within half an hour from the time appointed for the meeting the meeting shall stand adjourned again until such day as the meeting can be called under the terms of this Article 21(1) with one "A" Shareholder present.

- (2) Where a meeting is adjourned under paragraph (1) of this Article for 10 days or more not less than 7 days notice of the adjourned meeting shall be given as in the case of an original meeting.
22. (1) No "A" Share shall confer any right to vote either on a show of hands or on a poll upon a Resolution for the appointment or removal from office of a "B" Director (as defined in Article 25);
- (2) No "B" Share shall confer any right to vote either on a show of hands or on a poll upon a Resolution for the appointment or removal from office of an "A" Director (as defined in Article 25);
- (3) If at any meeting any holder of any "A" Shares is not present in person or by proxy the votes exercisable on a poll in respect of the "A" Shares held by members present in person or by proxy shall be pro tanto increased so that such "A" Shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the "A" Shares if all the holders thereof were present; and
- (4) If at any meeting any holder of any "B" Shares is not present in person or by proxy the votes exercisable on a poll in respect of the "B" Shares held by members present in person or by proxy shall be pro tanto increased so that such "B" Shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the "B" Shares if all the holders thereof were present.

#### WRITTEN RESOLUTIONS

23. (1) A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed

at a General Meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and held.

- (2) The signatures of each member need not be on a single document provided each signature is on a document which accurately states the terms of the resolution.
- (3) A resolution in writing shall be dated the date upon which the last member required to do so signs the resolution.
- (4) A resolution in writing passed in accordance with this Article shall have effect as if passed by the members in General Meeting or by a meeting of the relevant class of members of the Company.
- (5) Each resolution-proposed to be passed in writing shall be sent to the auditors of the Company who may within seven days of receiving such notice give notice requiring that such resolution be considered at a General Meeting of the Company.
- (6) A resolution in writing shall not have effect unless:
  - (a) the auditors notify that the resolution does not concern them or the resolution does concern them but need not be considered by the members in General Meeting or at a meeting of the relevant class of members of the Company; or
  - (b) the notice period set out in Article 23(5) expires without the auditors giving notice of any of the matters in Article 23(5) or 23(6)(a).

#### DIRECTORS

24. The Directors shall unless otherwise determined by a Special Resolution of the Company be not more than 6 in number.

25. (1) The holders of a majority of the "A" Shares may from time to time appoint any person to be a Director but so that not more than 4 persons shall at any one time hold office by virtue of an appointment by holders of "A" Shares under this Article. Each person holding office pursuant to this Article is herein called an "A" Director.
- (2) Each "A" Director shall hold office subject to Article 25(1) hereof and may at any time be removed from office by the holders of a majority of the "A" Shares.
- (3) The holders of a majority of the "B" Shares may from time to time appoint any person to be a Director but so that not more than 2 persons shall at any one time hold office by virtue of an appointment by the holders of "B" Shares under this Article. Each person holding office pursuant to this Article is herein called a "B" Director.
- (4) Each "B" Director shall hold office subject to Article 25(3) hereof and may at any time be removed from office by the holders of a majority of the "B" Shares.
- (5) Any such appointment or removal shall be made in writing under the hands of the holders for the time being of the shares in whom the power of appointment or removal is vested, or their duly authorised agents and shall take effect on and from the date on which notice in writing thereof is lodged at the registered office for the time being of the Company or delivered to the Secretary or to a meeting of the Directors.

26. Regulation 82 of Table A shall be amended by the addition of the following:-

"Such remuneration shall be divided between the directors in such proportion and manner as the directors may unanimously determine or in

default of such determination equally, except that any director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he has held office. Any director who, at the request of the directors, performs special services or goes or resides abroad for any purpose of the Company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors may determine."

27. A Director (including an alternate Director) shall not require any shareholding qualification, but shall nevertheless be entitled to notice of and shall be entitled to attend and speak at any General Meeting.

#### POWERS AND DUTIES OF DIRECTORS

28. Subject to the provisions of the Act a Director (including an alternate Director) may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company in accordance with the Act, or in respect of his appointment to any office or place of profit under the Company and the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered. Regulations 94 and 97 of Table A shall not apply to the Company.

#### ALTERNATE DIRECTORS

29. Any Director (other than an alternate Director) may appoint any person (or more than one jointly or severally) to be an alternate Director and may

remove from office an alternate Director so appointed by him and on such appointment being made, the alternate Director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director while so acting shall exercise and discharge all the functions powers and duties of the Director whom he represents. When an alternate Director is also a Director or acts as an alternate Director for more than one Director, such alternate Director shall have one vote for every Director so represented by him (in addition to his own vote if he is himself a Director) and when so acting shall be considered as two Directors for the purpose of making a quorum if the quorum exceeds two.... An alternate of an "A" Director shall for the purposes of these Articles be regarded as an "A" Director and an alternate of a "B" Director shall for the purposes of these Articles be regarded as a "B" Director.

#### DISQUALIFICATION OF DIRECTORS

30. Regulation 81 of Table A shall be amended by substituting for paragraphs (c) and (c) thereof the following provisions:-

"(c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or"  
"(e) he is otherwise duly removed from office."

No Director shall vacate his office or be ineligible for re-election, nor shall any person be ineligible for appointment as a Director, by reason only of his attaining or having attained any particular age.

### PROCEEDINGS OF DIRECTORS

31. The Directors may subject to these Articles meet together for the despatch of business, and adjourn and otherwise regulate their meetings as they think fit. Subject to Article 32 the quorum necessary for the transaction of business at any meeting of the Directors or of any committee shall comprise two Directors of which one shall be an "A" Director and Article 72 of Table A shall be amended accordingly.
32. Questions arising at any meeting of the Directors or of any committee shall be decided by a majority of votes of the Directors present and subject to Article 31 provided that such majority shall comprise at least one "A" Director and Article 88 of Table A shall be modified accordingly, provided that:
  - (1) if at any meeting of the Directors or or any committee any "A" Director is not present in person or represented by an alternate Director the votes of the "A" Director or "A" Directors present in person or represented by an alternate Director shall be pro tanto increased so that such "A" Director or "A" Directors shall be entitled to cast the same aggregate number of votes as could be cast by the "A" Directors if they were all present;
  - (2) if at any meeting of the Directors or of any committee any "B" Director is not present in person or represented by an alternate Director the votes of the "B" Director or "B" Directors present in person or represented by an alternate Director shall be pro tanto increased so that such "B" Director or "B" Directors shall be entitled to cast the same aggregate number of votes as could be cast by the "B" Directors if they were all present.



33. The words "of filling vacancies, or" shall be omitted from regulation 90 of Table A.

34. Regulation 88 of Table A shall be amended by substituting for the sentence:-

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom."

the following sentence:

"Notice of every meeting of Directors shall be given to each Director or his alternate Director, including Directors and alternate Directors who may for the time being be absent from the United Kingdom or are resident outside the United Kingdom and have given the Company their address outside the United Kingdom. Directors who are for the time being absent from the United Kingdom or are resident outside the United Kingdom shall be entitled to receive 48 hours notice of every meeting provided that it shall not be necessary to give notice of a meeting of the Directors to any Director who being absent from the United Kingdom, has not notified such an address as aforesaid."

#### CAPITALISATION OF PROFITS

35. On any occasion when shares are allotted and distributed credited as fully paid pursuant to the provisions of Regulation 110 of Table A as amended by this Article the shares allotted to holders of "A" Shares shall forthwith on allotment automatically stand converted into "A" Shares and the shares allotted to holders of "B" Shares shall forthwith on allotment automatically stand converted into "B" Shares.

36. Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

#### EXECUTION OF CONTRACTS

37. (1) The common seal of the Company if one shall have been adopted by the Company shall only be used by the authority of the Board. Unless otherwise determined any instrument to which the common seal of the Company is affixed shall be signed by any two Directors or any Director and the Secretary. Regulation 101 shall be amended accordingly.
- (2) Any document or instrument signed by two Directors or any Director and the Secretary and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if executed under the common seal of the Company as set out above provided that execution in such manner shall have first been authorised by the Board.

#### INDEMNITY

38. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, secretary, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or

otherwise in connection with his office including, but without prejudice to the generality of the foregoing, any liability incurred by him

- (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part; or
- (b) in connection with any application in which relief is granted to him by the Court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company, and the Company may to the extent permitted at law -purchase and maintain insurance for each such Director, secretary, auditor or other officer in respect of such liability.

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NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

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ROBERT JOHN WINDMILL  
Inveresk House  
1 Aldwych  
London WC2R OHF

Solicitor

BARBARA KERR  
Inveresk House  
1 Aldwych  
London WC2R OHF

Company Secretary

---

Dated this 6th day of August 1990

Witness to the above Signatures:

JOHN STEIN  
Inveresk House  
1 Aldwych  
London WC2R OHF

**G**

COMPANIES FORM No. 123

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

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

2536540

Name of company

\* TILBURY PHOENIX LIMITED

\* insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 28 June 1991 the nominal capital of the company has been  
increased by £ 902 beyond the registered capital of £ 100

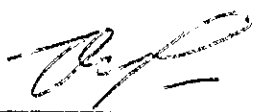
‡ the copy must be  
printed or in some  
other form approved  
by the registrar

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

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

Please tick here if  
continued overleaf☐† delete as  
appropriate

Signed



[Director][Secretary]† Date

28/6/91

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

McKENNA & CO.  
MITRE HOUSE  
160 ALDERSGATE STREET  
LONDON EC1A 4DD

Ref: JAT/DEM/34286.38

For official Use  
General Section

Post room