

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

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

se complete
ly, preferably
ack type, or
block letteringTo the Registrar of Companies
(Address overleaf)

For official use

For official use

[] [] [] []

2563463

Name of company

* METRO TONE LIMITEDert full
ne of CompanyI, S C HART, representative of York Place Company Secretaries
of 12 York Place, Leeds LS1 2DS Limitedete as
ropriate

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 Leeds

Declarant to sign below

the 17th day of NOVEMBEROne thousand nine hundred and ninetybefore me [Signature](for and on behalf of York Place
Company Secretaries Limited)

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

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

York Place Company Services
Limited
12 York Place
Leeds LS1 2DS
Tel: 0532 420222

For official Use

New Companies Section

Post room



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 block type, or
in block lettering

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

For official use

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Name of company

Insert full name
of company

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

12 YORK PLACE	
LEEDS	
Postcode	LS1 2DS

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

YORK PLACE COMPANY SERVICES LIMITED	
12 YORK PLACE	
LEEDS	
Postcode	LS1 2DS

Number of continuation sheets attached (see note 1)

-

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

For official Use
General Section

Post room

Applied by
York Place
Company Services Ltd
2 York Place
Leeds LS1 2DS
Tel 0532 426222



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

Name (note 3) YORK PLACE COMPANY NOMINEES LIMITED		Business occupation Limited Company
Previous name(s) (note 3)		Nationality Incorporated in England and Wales
Address (note 4) 12 York Place, Leeds		Date of birth (where applicable) (note 6) N/A
	Postcode	LS1 2DS
Other directorships †		
I consent to act as director of the company named on page 1 for and on behalf of York Place Company Nominees Ltd Date 13.11.90		
Signature		

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) YORK PLACE COMPANY SECRETARIES LIMITED	
Previous name(s) (note 3)	
Address (notes 4 & 7) 12 York Place, Leeds	
	Postcode LS1 2DS
I consent to act as secretary of the company named on page 1 for and on behalf of York Place Company Secretaries Limited Date 13.11.90	
Signature	

Signature of agent on behalf of subscribers	C. G. Smith	Date	13.11.90
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THE COMPANIES ACTS 1985 & 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION OF
METROTONE LIMITED

2563463

1. The Company's name is METROTONE 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 business as a general commercial company and, without prejudice to the generality of the foregoing, all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors and shippers of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts, and merchandise of every description, to act as agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw and manufactured goods, of all kinds, and general railway, shipping and forwarding agents and transport contractors; to create, establish, build up, and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares, and commodities dealt in or services rendered by any persons, firms or companies, and to participate in, undertake, perform, and carry out all kinds of commercial, trading and financial operations and all or any of the operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists, and financiers, either on the company's own account or otherwise; and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company.

(b) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to or which is calculated directly or indirectly to benefit or enhance the value or render more profitable any of the property, rights or businesses of the Company.

(c) To purchase or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever and any rights or privileges of any kind over or in respect of any property and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.

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

propose to acquire.

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

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

(g) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

(h) To lend or advance money or give credit to any persons, firms or companies upon such terms and with or without security and subject to such conditions as may seem desirable and in particular to customers and others having dealings with the Company and to give guarantees or become security for any such persons firms or companies.

(i) To borrow and raise money in any manner, as the Company shall think fit, and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage charge standard security lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital.

(j) To draw, make, accept, endorse, discount, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable instruments.

(k) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority, corporation, company or person, any charters, contracts, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

(l) To subscribe for, take, purchase, or otherwise acquire

and hold shares, stock or other interests in or obligations of any other company or corporation.

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

(n) To sell, let, licence, develop or otherwise deal with the whole or any part of the undertaking of the Company, either together or in portions upon such terms, as the Company may think fit, with power to accept shares, debentures, or securities of any company purchasing the same.

(o) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.

(p) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment subject to the provisions of the Companies Act 1985 (or any statutory modification or re-enactment thereof) to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise.

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

(r) To purchase and maintain insurance policies to indemnify the officers and auditor of the Company against any costs, expenses and liabilities arising from negligence, default, breach of duty or trust incurred by them in discharge of their duties or in relation thereto.

(s) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees; to remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of any persons who are or were at any time in the employment or service of the Company or of any company for the time being the Company's holding company or subsidiary company as defined by Section 736 of the Companies Act 1985 or otherwise associated with the Company in business and the wives, widows, families and dependents of any such persons; to make payments towards insurance; to set up, establish support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons as aforesaid and of their wives, widows, families and dependents, and to set up, establish, support and maintain profit sharing, share option or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary or holding company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.

(t) To distribute any property of the Company in specie among the members.

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

AND it is hereby declared that

i) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and the foregoing sub-clauses shall be construed independently of each other, except where the context expressly so requires and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause; and

ii) The Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate company; and

iii) The word "Company" in this clause shall, except where used in reference to this Company, be deemed to include any partnership or other body of persons whether corporate or unincorporate and whether domiciled in any part of the United Kingdom or elsewhere.

4. The liability of the members is limited.

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

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

Names and addresses of subscribers and number of shares taken by each subscriber

York Place Company Nominees Limited One
12 York Place for and on behalf of
Leeds LS1 2DS York Place Company Nominees Limited

York Place Company Secretaries Limited One
12 York Place for and on behalf of
Leeds LS1 2DS York Place Company Secretaries Limited

Dated 13 November 1990

Witness to the above signatures

Claire Gilmartin
12 York Place
Leeds LS1 2DS

THE COMPANIES ACTS 1985 & 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

METROTONE 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 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company.

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

ALLOTMENT OF SHARES

2. (a) Directors shall have full control of shares which are comprised in the authorised share capital with which the Company is incorporated and may allot relevant securities (as defined in Section 80(2) of the Act) as authorised from time to time by the Company and during the period of five years commencing with the date of incorporation the Directors shall have authority to allot relevant securities to such persons and for such consideration and upon such terms and conditions as they may determine provided that the nominal value of the relevant securities allotted shall not exceed the authorised but unissued share capital of the Company for the time being and after the period of five years commencing with the date of incorporation of the Company the Directors may allot any relevant securities in pursuance of an offer or agreement so to do made by the Company within that period. The Authority hereby given may at any time be renewed, revoked or varied by Ordinary Resolution of the Company.

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

were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Sections 80, 80A and 379A of the Act.

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

SHARES

3. The lien conferred by Regulation 8 in Table A shall attach to all shares whether fully paid or not and to all shares standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders. Regulation 8 in Table A shall be modified accordingly.

GENERAL MEETINGS AND RESOLUTIONS

4. Regulation 41 of Table A shall not apply. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

APPOINTMENT OF DIRECTORS

5. (a) Regulation 64 in Table A shall not apply to the Company.

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

(c) No Director shall be liable to retire by rotation and Regulations 73 to 77 (inclusive) and Regulation 80 in Table A shall not apply to the Company. In Regulation 78 the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted.

BORROWING POWERS

6. The Directors may exercise all the powers of the Company to borrow money whether in excess of the nominal amount of the share capital of the Company for the time being issued and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 80, 80A and 379A of the

Act to grant any mortgage, charge or security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

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

DISQUALIFICATION OF DIRECTORS

8. A Director shall be required to vacate his office if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 in Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

9. (a) At any meeting of the Directors or of any committee of the Directors subject to disclosing his interest therein a Director may vote on any resolution notwithstanding that it in anyway concerns or relates to a matter in which he has, directly or indirectly any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the Meeting. Regulations 94 to 98 inclusive of Table A shall be construed accordingly.

(b) Any director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or other means of telephone radio or televisual communication whereby all the persons participating in the meeting can hear each other and any Director or member of a committee participating in such a meeting will be deemed to be present in person at such meeting.

INDEMNITY

10. Subject to Section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company or the proceeds of any insurance policy effected by the Company for such purpose against all costs charges losses expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

SHARE CERTIFICATES

11. In the second sentence of Regulation 6 of Table A the words 'shall be sealed with the seal and' shall be deleted. Each share certificate shall only be issued by authority of the directors, or of a committee of the directors authorised by the directors, and shall bear the signature of one director and the company secretary or a second director.

COMPANY SEAL

12. Regulation 101 of Table A shall not apply to the Company. The company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors, and the Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and the secretary or a second director.

TRANSFER OF SHARES

13. 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 the first sentence of Regulation 24 in Table A shall not apply to the Company.

Names and Addresses of Subscribers

York Place Company Nominees Limited
12 York Place
Leeds LS1 2DS
for and on behalf of
York Place Company Nominees Limited

York Place Company Secretaries Limited
12 York Place
Leeds LS1 2DS
for and on behalf of
York Place Company Secretaries Limited

Dated 13 November 1990

Witness to the above signatures

Claire Gilmartin
12 York Place
Leeds LS1 2DS

C Gilmartin

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2563463

I hereby certify that

METROTONE 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 29 NOVEMBER 1990

A handwritten signature in cursive script, reading "P. A. Morgan".

P.A.MORGAN (MRS)

an authorised officer

Number of Company: 2563463

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

pursuant to Section 378 of the Companies Act 1985


of METRO TONE LIMITED

Passed 13.12.90

At an Extraordinary General Meeting of the Members of the above-named Company, duly convened and held at 12 York Place, Leeds LS1 2DS on 13.12.90 the following SPECIAL RESOLUTION was duly passed:-

THAT the name of the Company be changed to

LEYTON PROPERTIES LIMITED


A handwritten signature in dark ink, consisting of a stylized 'M' or 'J' shape, is written over a horizontal line.

for and on behalf of York Place
Company Nominees Limited
- Director

Presentor

YORK PLACE COMPANY SERVICES LIMITED
12 YORK PLACE
LEEDS LS1 2DS
TEL: 0532 420222

BB/12/93
78012





CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 2563463

I hereby certify that

METROTONE LIMITED

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

LEYTON PROPERTIES LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 21 DECEMBER 1990

P. A. Morgan
P. A. MORGAN (MNS)

an authorised officer

NO. OF COMPANY: 2563463

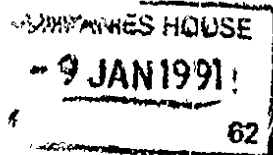
THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION OF

LEYTON PROPERTIES LIMITED

Incorporated 29 November 1990





YORK
PLACE
COMPANY SERVICES
LIMITED

COMPANY FORMATION • COMPANY INFORMATION

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION OF
LEYTON PROPERTIES LIMITED

1. * The Company's name is LEYTON PROPERTIES 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 business as a general commercial company and without prejudice to the generality of the foregoing to undertake the management of and purchase, take on lease, exchange, lease or otherwise deal in and hold for the purpose of development, investment or resale and to traffic in any freehold, leasehold or other property for any estate or interest whatever, and to create, reserve, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein, and whether erected or in course of erection, and whether on first mortgage or subject to a prior mortgage or mortgages, and to carry on all or any of the businesses of property managers and consultants, business consultants and advisers, proprietors and operators of commercial and industrial agencies, building and civil engineering contractors, land estate and property developers, repairers and jobbers, estate agents and managers, mortgage and insurance brokers and agents, surveyors, valuers and auctioneers, builders' merchants, factors, designers, assemblers, importers, exporters, repairers, installers, maintainers, hirers, letters on hire, distributors and agents for the sale of and dealers in capital equipment and plant machinery, components, accessories, tools and fixtures of all kinds, merchants haulage and transport contractors, electricians and general engineers and to carry on any other trade or business whether subsidiary or not which can in the opinion of the Company be carried on advantageously in connection with any of the trades or businesses aforesaid or which in the opinion of the Company will enhance the value of any of the Company's property.

(b) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to or which is calculated directly or indirectly to benefit or enhance the value or render more profitable any of the property, rights or businesses of the Company.

(c) To purchase or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever and any rights or privileges of any kind over or in respect of any property and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.

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

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

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

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(j) To draw, make, accept, endorse, discount, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable instruments.

(k) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority, corporation, company or person, any charters, contracts, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

(l) To subscribe for, take, purchase, or otherwise acquire and hold shares, stock or other interests in or obligations of any other company or corporation.

(m) To promote any other company for the purpose of acquiring all or any of the property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or

benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(n) To sell, let, licence, develop or otherwise deal with the whole or any part of the undertaking of the Company, either together or in portions upon such terms, as the Company may think fit, with power to accept shares, debentures, or securities of any company purchasing the same.

(o) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.

(p) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment subject to the provisions of the Companies Act 1985 (or any statutory modification or re-enactment thereof) to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise.

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

(r) To purchase and maintain insurance policies to indemnify the officers and auditor of the Company against any costs, expenses and liabilities arising from negligence, default, breach of duty or trust incurred by them in discharge of their duties or in relation thereto.

(s) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees; to remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of any person who are or were at any time in the employment of the Company or of any company being the Company's holding company or subsidiary company as defined by Section 736 of the Companies Act 1985 or otherwise associated with the Company in business and the wives, widows, families and dependents of any such persons; to make payments towards insurance; to set up, establish support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons as aforesaid and of their wives, widows, families and dependents, and to set up, establish, support and maintain profit sharing, share option or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary or holding company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.

(t) To distribute any property of the Company in specie among the members.

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

AND it is hereby declared that

5) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and the foregoing sub-clauses shall be construed independently of

each other, except where the context expressly so requires and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause; and

ii) The Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate company; and

iii) The word "Company" in this clause shall, except where used in reference to this Company, be deemed to include any partnership or other body of persons whether corporate or unincorporate and whether domiciled in any part of the United Kingdom or elsewhere.

4. The liability of the members is limited.

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

*The name of the Company changed from METROTONE LIMITED with effect from 21 December 1990.

**Clause 3(a) was altered by Special Resolution dated 13 December 1990.

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

Names and addresses of subscribers and number of shares taken by each subscriber

York Place Company Nominees Limited One
12 York Place
Leeds
LS1 2DS

York Place Company Secretaries Limited One
12 York Place
Leeds
LS1 2DS

Dated 13 November 1990

Witness to the above signatures

Claire Gilmartin
12 York Place
Leeds
LS1 2DS

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF
LEYTON PROPERTIES LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided the Regulation, contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company.

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

ALLOTMENT OF SHARES

2. (a) Directors shall have full control of shares which are comprised in the authorised share capital with which the Company is incorporated and may allot relevant securities (as defined in Section 80(2) of the Act) as authorised from time to time by the Company and during the period of five years commencing with the date of incorporation the Directors shall have authority to allot relevant securities to such persons and for such consideration and upon such terms and conditions as they may determine provided that the nominal value of the relevant securities allotted shall not exceed the authorised but unissued share capital of the Company for the time being and after the period of five years commencing with the date of incorporation of the Company the Directors may allot any relevant securities in pursuance of an offer or agreement so to do made by the Company within that period. The Authority hereby given may at any time be renewed, revoked or varied by Ordinary Resolution of the Company.

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

to the subscribers thereof than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Sections 80, 80A and 379A of the Act.

(c) In accordance with Section 51(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

SHARES

3. The lien conferred by Regulation 8 in Table A shall attach to all shares whether fully paid or not and to all shares standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders. Regulation 8 in Table A shall be modified accordingly.

GENERAL MEETINGS AND RESOLUTIONS

4. Regulation 41 of Table A shall not apply. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

APPOINTMENT OF DIRECTORS

5. (a) Regulation 64 in Table A shall not apply to the Company.

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

(c) No Director shall be liable to retire by rotation and Regulations 73 to 77 (inclusive) and Regulation 80 in Table A shall not apply to the Company. In Regulation 78 the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted.

BORROWING POWERS

6. The Directors may exercise all the powers of the Company to borrow money whether in excess of the nominal amount of the share capital of the Company for the time being issued and upon such terms and in such manner

as they think fit and subject (in the case of any security convertible into shares) to Section 80, 80A and 379A of the Act to grant any mortgage, charge or security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

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

DISQUALIFICATION OF DIRECTORS

8. A Director shall be required to vacate his office if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 in Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

9. (a) At any meeting of the Directors or of any committee of the Directors subject to disclosing his interest therein a Director may vote on any resolution notwithstanding that it in anyway concerns or relates to a matter in which he has, directly or indirectly any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the Meeting. Regulations 94 to 98 inclusive of Table A shall be construed accordingly.

(b) Any director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or other means of telephone radio or televisual communication whereby all the persons participating in the meeting can hear each other and any Director or member of a committee participating in such a meeting will be deemed to be present in person at such meeting.

INDEMNITY

10. Subject to Section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company or the proceeds of any insurance policy effected by the Company for such purpose against all costs charges losses expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

SHARE CERTIFICATES

11. In the second sentence of Regulation 6 of Table A the words 'shall be sealed with the seal and' shall be deleted. Each share certificate shall only be issued by authority of the directors, or of a committee of the directors authorised by the directors, and shall bear the signature of one director and the company secretary or a second director.

COMPANY SEAL

12. Regulation 101 of Table A shall not apply to the Company. The company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors, and the Directors may determine who shall sign any instrument to which the seal is affixed and

unless otherwise so determined it shall be signed by a director and the secretary or a second director.

TRANSFER OF SHARES

13. 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 the first sentence of Regulation 24 in Table A shall not apply to the Company.

Names and Addresses of Subscribers

York Place Company Nominees Limited
12 York Place
Leeds
LS1 2DS

York Place Company Secretaries Limited
12 York Place
Leeds
LS1 2DS

Dated 13 November 1990

Witness to the above signatures

Claire Gilmartin
12 York Place
Leeds
LS1 2DS

G**224****Notice of accounting reference date
(to be delivered within 9 months of
incorporation)**Please do not
write in
this marginPursuant to section 224 of the Companies Act 1985
as inserted by section 3 of the Companies Act 1989To the Registrar of Companies
(Address overleaf)

Company number

2563463

Name of company

* LEYTON PROPERTIES LIMITED

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of companygives notice that the date on which the company's accounting reference period is to be treated as
coming to an end in each successive year is as shown below:**Important**
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

0 5 0 4

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

K. K. K.

Designation†

Secretary

Date 22/1/91

Presentor's name address
telephone number and reference (if any):
CME. RD
HAMMOND SUDDARDS
SOLICITORS
EMPIRE HOUSE
10 PICCADILLY
BRADFORD BD1 3LRFor official use
D.E.B.

Post room

COM
13 FEB
M

Company Number: 25634/3

THE COMPANIES ACT 1985 and 1989
RESOLUTIONS OF LEXYON PROPERTIES LIMITED
PASSED ON 21ST JANUARY 1991

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at 3 Vere Street, London, W1M 9HQ on 21st January 1991 the following Special Resolutions were passed:

SPECIAL RESOLUTIONS

1. THAT:

the 35 Ordinary Shares held by Warner Estate Holdings plc in the Company be converted to 35 "A" Shares of £1 each.

2. THAT:

The 15 Ordinary Shares held by The Bradford Property Trust plc in the Company be converted into 15 "B" Shares of £1 each.

3. THAT:

The remaining unissued 50 Ordinary Shares of the Company be converted into 15 "A" Shares of £1 each and 35 "B" Shares of £1 each.

4. THAT:

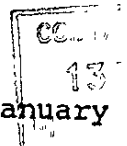
The new Articles of Association for purposes of identification signed by the Chairman of the Company be adopted in place of and to the exclusion of the existing Articles of Association of the Company.

A handwritten signature in cursive script, appearing to read "J. H. Garret", is written over a horizontal dotted line.

Chairman

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
LEYTON PROPERTIES LIMITED

(Adopted by Special Resolution passed on 21st January 1991)



PRELIMINARY - PRIVATE COMPANY

1. 1.1 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 called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- 1.2 In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

SHARE CAPITAL

3. The authorised share capital of the Company at the date of adoption of these Articles is £100.00 divided into:-
 - 3.1 50 "A" Shares of £1 each ("the "A" Shares")
 - 3.2 50 "B" Shares of £1 each ("the "B" Shares");
4. The "A" Shares and the "B" Shares shall be different classes of shares but shall rank pari passu in all respects.
5. The Directors may issue shares in the capital of the Company provided that no issue of shares shall be made unless:-
 - 5.1 such shares have first been offered to the members in accordance with paragraph 9.2 of these Articles;

- 5.2 the issue has the prior approval of the holder or holders of the majority in nominal value of each class of shares in the issued share capital for the time being of the Company; and
- 5.3 the issue has been authorised pursuant to section 80 of the Act whether by paragraph 8 of these Articles or otherwise.
6. Subject to the provisions of the Act and these Articles any shares may be issued with such rights or restrictions as the Company may by Special Resolution determine. Regulation 2 of Table A shall not apply.
7. Subject to the provisions of the Act and these Articles any shares may with the sanction of a Special Resolution of the Company in General Meeting be issued on the terms that they are to be redeemed, or are liable to be redeemed at the option of the Company or the holder thereof. Regulation 3 of Table A shall not apply.
8. Subject to the provisions of these Articles the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Section 80 of the Act) and the general authority conferred by this Article shall:-
- 8.1 extend to all relevant securities of the Company from time to time unissued during the currency of such authority up to the amount of the authorised share capital of the Company as at the date of adoption of these Articles;
- 8.2 expire on the fifth anniversary of the date of adoption of these Articles of Association unless varied or revoked or renewed by the Company in General Meeting; and
- 8.3 entitle the Directors to make at any time before the expiry of such authority an offer or agreement which will or may require relevant securities to be allotted after the expiry thereof.
- 9.1 Sub-section (1) of Section 89 of the Act shall not apply to the allotment of the authorised share capital of the Company at the date of adoption of these Articles.
- 9.2 All new shares for the time being unissued shall, before issue, be offered to all the members in proportion to the number of shares then held by each of them respectively but so that fractions of a new share may be excluded. Every such offer shall be made by notice in writing specifying the number of shares offered, the price for each share and the time (which shall not be less than 30 days) within which the offer, if not accepted, will be deemed to be declined. All new shares issued pursuant to such offer to a member holding "A" Shares or "B" Shares (as the case may be) shall be designated "A" or "B" accordingly.

- 9.3 In the event that any new shares to be issued have been deemed to be declined by the members then holding "A" or "B" Shares respectively such new shares shall be offered by notice in writing to all other members holding shares of a different class at a price which is not lower and for a period which is not shorter than that specified pursuant to Article 9.2 and the last sentence of Article 9.2 shall likewise apply to such offer. In case of competition the shares so offered shall be issued to the acceptors in proportion (as nearly as may be without involving fractions) to their existing shareholdings in the Company. After the expiration of the offer period, or upon receipt of written notice from all the members to whom such notice was given that they decline to accept the shares offered, the directors may, at any time within 60 days thereafter, dispose of the shares not taken up pursuant to the offer, including shares representing fractions excluded as aforesaid, at such price (not being less than the offer price) and in such manner and to such persons as the directors may determine subject nevertheless to Article 2 and provided that no shares shall be issued at a discount.

REDEEMABLE SHARES

10. Subject to the provisions of the Act any shares may be issued on terms that they are, or at the option of the Company are, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.

LIEN AND CALLS ON SHARES

11. The lien conferred by Regulation 8 of Table A shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.
12. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in 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

13. The Directors may decline to register the transfer of a share (whether fully paid up or not) without assigning any reason therefor and regulation 24 of Table A shall not apply to the Company.

- 13.1 Any person proposing to transfer any "A" Shares or "B" Shares ("the Vendor") shall, before doing so, give a notice in writing to the Company that he wishes to transfer such shares ("a Transfer Notice") and the Transfer Notice shall constitute the Company his agent for the sale to any member of all the shares specified in the notice (together with all rights then attached thereto) at the specified price during the specified period (determined in accordance with the following provisions of this Article) and shall not be revocable except with the consent of the Directors.
- 13.2 If the Transfer Notice shall state that the Vendor is not willing to transfer some only of the shares specified in it, he shall not be entitled or bound hereunder to transfer any of such shares (nor shall the Company as his agent) unless in aggregate all of such shares are so transferred.
- 13.3 If within thirty days of the date on which the Transfer Notice is given ("the Transfer Notice Date") the Vendor and the members shall have agreed a price per share as representing the fair value thereof (or which is acceptable to the Vendor and is agreed as representing not more than the fair value) then such price shall be the specified price (subject to the deduction therefrom of any net dividend or other distribution declared or made after such agreement and prior to the Transfer Notice Date). In default of such agreement the Directors shall request the Auditors for the time being of the Company to determine and certify the sum per share considered by them to be the fair value thereof as at the Transfer Notice Date and the sum per share so determined and certified shall be the specified price. In arriving at the fair value of each share comprised in the Transfer Notice the Auditors shall:
- (a) determine the open market value of the entire issued share capital of the Company, as between a willing buyer and willing seller, taking into account the value of goodwill and all other circumstances affecting the business and assets of the Company at the Transfer Notice Date and on the assumption that the business is to continue as a going concern with all the existing Directors in an executive capacity remaining as executive Directors of the Company;
 - (b) apportion the said open market value rateably between all issued shares in the capital of the Company, on the basis that a

50% interest in the capital of the Company shall be valued as being equal to one half of the whole and no reduction or enhancement shall be made by reference to the number of shares referred to in the Transfer Notice;

(c) act as experts and not as arbitrators and their determination shall be final and their costs shall be apportioned between the Vendor and the purchaser of the Shares or borne by either of them as the Auditors in their absolute discretion shall decide.

13.4 If the specified price is agreed as aforesaid the specified period shall commence on the date of such agreement and expire 60 days thereafter. If the specified price is not so agreed the specified period shall commence on the date on which the Auditors shall have notified the Directors of their determination of the specified price, pending which the Directors shall defer the making of the offer hereinafter mentioned and shall expire 60 days thereafter.

13.5 All "A" Shares included in any Transfer Notice shall by notice in writing first be offered by the Company to all members (if any) holding "A" Shares in the Company (other than the Vendor). All "B" Shares included in any Transfer Notice shall by notice in writing first be offered by the Company to all members (if any) holding "B" Shares in the Company (other than the Vendor). Every such notice shall be given as soon as practicable and in any event not later than 56 days prior to the expiry of the specified period and shall offer the shares for purchase at the specified price. In case of competition the shares so offered shall (in accordance with but subject to the provisions of Article 13.7) be sold to the acceptors in proportion (as nearly as may be without involving fractions) to their existing holdings of "A" Shares or "B" Shares as appropriate. Such offer must be accepted within 28 days or it will lapse.

13.6 In the event of all the "A" Shares or all the "B" Shares included in any Transfer Notice not being accepted by the members holding "A" Shares or "B" Shares respectively within the period for acceptance as specified in Article 13.5 the shares which have not then been accepted shall be offered, by notice in writing given not later than 25 days prior to the expiry of the specified period, at the specified price by the Company to all other members holding shares of a different class from those being offered. In case of competition the shares so offered shall (in accordance with but subject to the provisions of

Article 13.7) be sold to the acceptors in proportion (as nearly as may be without involving fractions) to their existing shareholdings in the Company. Such offer must be accepted before the end of the specified period or will lapse.

- 13.7 If the Company shall within the specified period find one or more members ("purchasers") to purchase the shares concerned or any of them and shall give notice in writing thereof to the Vendor he shall be bound, upon payment of the specified price per share, to transfer such shares to the respective purchasers and the purchases shall be completed at the registered office of the Company on a date to be appointed by the Purchaser not being less than 3 days nor more than 10 days after the date of such notice provided that if the Transfer Notice shall state that the Vendor is not willing to transfer some only of the shares concerned this paragraph shall not apply unless the Company shall have found purchaser for all such shares.
- 13.8 If a Vendor shall fail or refuse to transfer any shares to a purchaser hereunder any Director may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Vendor and cause the purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof).
- 13.9 If prior to the expiry of the specified period the Company shall find that it has no prospect of finding purchasers of all or any of the shares specified in the Transfer Notice or if on expiry of the specified period it shall have been unable to find purchasers for all of such shares it shall give written notice thereof to the Vendor specifying the number of shares for which it has no prospect of finding purchasers or, as the case may be, has been unable to find purchasers and, if such notice is given, the Vendor, at any time thereafter up to the expiration of 60 days after the last day of the specified period, shall be at liberty (subject only to the provisions of the last preceding Article) to transfer those shares (for which the Company either has not within the specified period given notice that it has found purchasers or has given notice that it has no prospect of finding purchasers) to any person on a bona fide sale at any price not being less than the specified price (after deducting, where appropriate, any net dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Vendor) provided that:-

13.9.1 if the Transfer Notice shall state that the Vendor is not willing to transfer some only of the shares concerned the preceding provisions of paragraph 13.9 shall apply on the basis that he shall be entitled hereunder to transfer all but not only some of such shares (notwithstanding that the Company shall have found purchasers for some of them) to any person on a bona fide sale at any price not being less than the specified price (after deducting, where appropriate, any net dividend or other distribution as aforesaid); and

13.9.2 the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer.

13.10 No share and no interest in any share shall be held by any member as a bare nominee for or sold or disposed of to any person.

PROCEEDINGS AT GENERAL MEETINGS

14. 14.1 A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Regulation 38 of Table A shall be modified accordingly.

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

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

16. 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 special resolution.

17. No business shall be transacted at any general meeting unless the requisite quorum is present. Two members present in person or by proxy (or, in the case of a member being a corporation by representative) shall be a quorum for all purposes, provided that so long as the issued share capital of the Company is divided into "A" Shares and "B" Shares, one such member shall be the holder of an "A" Share and the other the holder of a "B" 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.
18. 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).
19. 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).
20. If at any meeting any holder of any "A" Shares is not present by representative in person or by proxy the votes exercisable on a poll in respect of the "A" Shares held by members present by representative 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.
21. If at any meeting any holder of any "B" Shares is not present by representative in person or by proxy the votes exercisable on a poll in respect of the "B" Shares held by members present by representative 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.
22. A resolution shall not be validly passed unless at least one holder of "A" Shares and at least one holder of "B" Shares shall vote in its favour.
23. The Chairman shall not in the event of an equality of votes at any General Meeting of the Company have a second or casting vote. Regulation 50 of Table A shall not apply.
24. Regulation 41 shall be read and construed as if the words "and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved" were added at the end of the clause.

DIRECTORS

25. 25.1 The maximum number of directors shall be four
- 25.1.1 The holders of the "A" Shares shall have the right from time to time to appoint two Directors of the Company (hereinafter referred to as an "A" Director) and to remove from office any person so appointed and to appoint another person in his place. The first "A" Directors shall be Mr P. Warner and Mr. D Veaser.
- 25.1.2 The holders of the "B" Shares shall have the right from time to time to appoint two Directors of the Company (hereinafter referred to as a "B" Director) and to remove from office any person so appointed and to appoint another person in his place. The first "B" Directors shall be Mr. J. Burgess and Mr. B. Tetley.
- 25.1.3 Any appointment or removal pursuant to this Article 20 shall be in writing served on the Company and signed by or on behalf of the person or persons together holding at least three fourths in nominal value of the issued "A" Shares or issued "B" Shares (as the case may be).
- 25.2 The Directors shall not be required to retire by rotation and accordingly Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company;
- 25.3 Regulation 72 (Delegation of Director's Power's) of Table A shall not apply.
- 25.4 Regulation 92 of Table A shall be modified by the omission of the words "or of a committee of Directors";
- 25.5 Regulation 82 of Table A shall be modified by the substitution of the words "Special Resolution" for the words "Ordinary Resolution".
26. 26.1 An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly.
- 26.2 A Director or any such other person as is mentioned in Regulation 65 in Table A, may act as an alternate Director to represent more than one Director and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every

Director to whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

27. The Chairman of any Meeting of the Directors shall not have a second or casting vote. Regulation 88 shall be amended accordingly.
28. The quorum necessary for the transaction of business by the Directors shall be two of whom one shall be an "A" Director and the other a "B" Director. In the absence of his appointor an alternate Director (representing an "A" Director or a "B" Director (as the case may be) present at a meeting of Directors may be counted in reckoning whether a quorum is present. Regulation 89 shall be modified accordingly.
29. A Director may vote at any meeting of the Directors or of any committee of the Directors on any contract arrangement or matter in which he is directly or indirectly interested or upon any contract arrangement or 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. Regulations 94 to 97 of Table A shall not apply to the Company.
30. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage or standard security over its undertaking property and uncalled capital, or any part thereof and to issue Debentures Debenture Stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
31. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 in Table A shall be modified accordingly.
32. The words "Special Resolution" shall be substituted for the words "Ordinary Resolution" in Regulation 110.
33. (A) Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 44 or Section 727 of the Act in

which relief is granted to him by the Court and no Director or other officer shall be liable for any loss damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

- (B) Regulation 118 in Table A shall not apply to the Company.

SHARE CERTIFICATES

34. In the second sentence of Regulation 6 of Table A the words 'shall be sealed with the seal and' shall be deleted. Each share certificate shall only be issued by authority of the Directors, and shall bear the signature of one Director and the company Secretary or a second Director.

COMPANY SEAL

35. Regulation 101 of Table A shall not apply to the Company. The Company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors, and the Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and the Secretary or a second Director.

NAMES AND ADDRESSES OF SUBSCRIBERS

York Place Company Nominees Limited
12 York Place
Leeds LS1 2DS

York Place Company Secretaries Limited
12 York Place
Leeds LS1 2DS

Dated 13 November 1990

Witness to the above signatures

Claire Gilmartin
12 York Place
Leeds LS1 2DS

COO4GD5011/CNE(KS)(AW)

Company No. 2563463

**NOTICE OF REMOVAL OF DOCUMENT(S)
FROM MICROFICHE RECORD**

Company name: LEYTON PROPERTIES LIMITED

Document removed: COURT ORDER.

Reason for removal: Document filed in error

Signed: F.A. Joseph. pp. Assistant Registrar

Date: 21-9-94.