

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

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

Name of company

Jug

* Insert full
name of Company

* COMMENCE COMPANY No. 9123 LIMITED

Jug

JAMES OLIVER GOLDBLATT

of FENNEMORES, SOLICITORS, BOUVERIE HOUSE,

200, SILBURY BOULEVARD, CENTRAL MILTON KEYNES,

BUCKINGHAMSHIRE, MK9 1LL

† delete as
appropriate

Jug

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)(1)~~ 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 251 Upper Ditch St,
Central Milton Keynes,
Buckinghamshire

the 27 day of March.

One thousand nine hundred and ninety one

before me James Goldblatt

Declarant to sign below

James Goldblatt

(James Goldblatt)

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

Ref : AJP.JOG.9016029.1

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

FENNEMORES,
SOLICITORS,
BOUVERIE HOUSE,
200, SILBURY BOULEVARD,
CENTRAL MILTON KEYNES.
MK9 1LL

Tel : 0908 678241

For official use
New Companies Section

28 MAR 1991
COMPANIES
HOUSE

Post room

**Statement of first directors and
secretary and intended situation
of registered office**

This form should be completed in black.

Company name (in full)

CN 2598384

For official use



Commence Company No. 9123 Limited

Registered office of the company on
incorporation.**RO** 198, Silbury Boulevard,

Central Milton Keynes,

Post town Milton Keynes,

County/Region Buckinghamshire.

Postcode MK9 1LL.

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.☒

Name Fennemores

RA Bouverie House,

200, Silbury Boulevard,

Post town Central Milton Keynes,

County/Region Buckinghamshire.

Postcode MK9 1LL

Number of continuation sheets attached

☐To whom should Companies House
direct any enquiries about the
information shown in this form?

James Goldblatt, Fennemores Solicitors, 200, Silbury

Boulevard, Central Milton Keynes, Buckinghamshire.

Ref : AJP.JQG.9016029.1

Postcode MK9 1LL

Telephone 0908 678241

Extension 2170

Company Secretary (See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS Company Number : 2468575
MK Company Secretaries Limited
198, Silbury Boulevard,
Central Milton Keynes,
Post town Milton Keynes,
County/Region Buckinghamshire.
Postcode MK9 1LL Country England

I consent to act as secretary of the company named on page 1
Sarah Chilver (Authorised Signatory) For and on behalf of
MK Company Secretaries Limited
Signed *S Chilver* Date 27th March, 1991.

Directors (See notes 1 - 5)
Please list directors in alphabetical order.

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth
Business occupation
Other directorships

CD Company Number : 2468574
MK Company Directors Limited
198, Silbury Boulevard,
Central Milton Keynes,
Post town Milton Keynes,
County/Region Buckinghamshire.
Postcode MK9 1LL Country England

DO 0 9 02 9 0 Nationality **NA** English
OC Provision of Company Directorship Services
OD None

I consent to act as director of the company named on page 1
James Oliver Goldblatt (Authorised Signatory) For and on
behalf of MK Company Directors Limited
Signed *James Goldblatt* Date 27th March, 1991.

* Voluntary details

Consent signature

Directors (continued)

(See notes 1-5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature**CD** Company Number : 2468575

MK Company Secretaries Limited

AD 198, Silbury Boulevard,

Central Milton Keynes,

Post town Milton Keynes,

County/Region Buckinghamshire.

Postcode MK9 1LL

Country England

DO 0 | 9 | 0 | 2 | 9 | 0Nationality **NA** English**OC** Provision of Company Secretarial Services**OD** None

I consent to act as director of the company named on page 1

Sarah Chilver (Authorised Signatory) For and on behalf of
MK Company Secretaries Limited

Signed *S Chilver*

Date 27th March, 1991.

Delete if the form
is signed by the
subscribers.

Fennemores

Signature of agent on behalf of all subscribers Date 27th March, 1991.

Delete if the form
is signed by an
agent on behalf of
all 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

COMPANY NUMBER :

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION



COMMENCE COMPANY NO. 9123 LIMITED

1. The name of the company is "Commence Company No. 9123 Limited" (hereinafter called "the Company").
2. The registered office of the Company is to be situate in England and Wales.
3. The objects for which the Company is established are:
 - a) to carry on all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to act as business and office managers, messengers, telephone operators, forwarding agents and commercial agents, and to provide a telephone answering service for subscribers and others, and to act as consultants and operators in connection with any service or services from time to time provided by the Post Office; to act as a service company and provide accounting, secretarial, and office services, staff, equipment, publications, transport and all services as may be required for the running of any office or business or for the conduct of any profession, trade, industry or commercial enterprise; to carry on all or any of the businesses of financiers for the promotion of the sale for cash or on credit, or the supply under hire purchase agreements, easy payment systems or otherwise, of goods, wares, produce and merchandise of every description, merchant bankers, the businesses of a confirming house and of an issuing house, company promoters, bill discounters and fund managers; to give guarantees or supply security for the payment of money or the performance of any obligations or undertakings; to act as a holding company; to carry on all or any of the business of mortgage brokers, insurance brokers, finance brokers, commodity brokers and dealers, commission agents and importers and exporters of goods, wares, produce and merchandise of every description; to act as general business consultants and market research specialists, experts and

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advisers in business, office and other systems and cost analysis, efficiency techniques, marketing and sales promotion; to create, establish and maintain an organisation for the purchase, sale, vending, distribution, advertising or introduction of produce, merchandise, goods, wares and commodities of every description; to carry on all or any of the businesses of haulage and transport contractors, removers, general storekeepers and warehousemen, mail order specialists, and railway, shopping and forwarding agents; and to act as general merchants;

- b) to carry on any other trade or business which can in the opinion of the members or directors of the Company be conveniently or advantageously or profitably carried on in connection with or ancillary to any of the business of the Company or calculated directly or indirectly to enhance the value or render more profitable any of the Company's assets;
- c) to assume the obligations or any of them arising from the formation of the Company and in particular but without limit to pay all costs, charges and expenses incurred or sustained in or about the promotion or establishment of the Company or which the directors may consider to be in the nature of preliminary expenses;
- d) to undertake or acquire all or any part of the business, assets and liabilities of or any share in any company, partnership or person carrying on or proposing to carry on all or any of the objects for the time being of the Company, or to amalgamate, enter into partnership, share profits, co-operate, or engage in mutual assistance with any other company, partnership or person or for subsidising or otherwise assisting any such company, partnership or person, and to give or accept by way of consideration for any of the acts of 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, charge and deal with any shares, debentures, debenture stock or securities however received, and to conduct and carry on, liquidate or wind up any such business;
- e) to apply for, subscribe, take, purchase or otherwise acquire, hold and deal with shares, debentures, options or other interests in or securities of any other company so as to benefit directly or indirectly the Company or enhance the value of its property, and to co-ordinate, finance, manage, supervise or control the business and operations of any company in which the Company may hold such interest;
- f) to acquire and take options over and deal with any property whatsoever, including but without limit any shares in the capital of the Company, and any rights or privileges of any kind over or in respect of any property, and without limit to purchase, take on lease,

exchange, hire, or otherwise acquire any estate or interest in any real or personal property, and to deal with the same or any part thereof;

- g) to promote any other business for the purpose of acquiring the whole or any part of the business, property, undertaking or liabilities of the Company or of any business, property, undertaking or liabilities which may appear likely to enhance the value of any property or business of the Company, and to subscribe for, purchase or otherwise acquire or place or guarantee the placing of or underwrite all or any part of the shares, debentures or securities of any such company as aforesaid;
- h) to sell, let, exchange, dispose of, turn to account, grant licences, options, rights or privileges in respect of, mortgage, charge or otherwise deal with all or any part of the business or property of whatever nature of the Company, and to deal in any manner as aforesaid with the same or any part thereof either together or in portions for such consideration whether shares, debentures, options, cash or real or personal property of any other nature without limit as the members or the directors of the Company may think fit;
- i) to erect, build, manufacture, improve, manage, construct, repair, maintain, alter or develop any real or personal property;
- j) to invest and deal with any moneys in any manner, and to hold, alter, dispose of or otherwise without limit deal with any investments so made;
- k) to receive money on deposit or loan, and to borrow or raise money or credit as may seem expedient without limit and whether with or without any security or guarantee therefor, and to issue any debentures or debenture stock whether perpetual, irredeemable or otherwise;
- l) to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of the property or assets whether present or future and including but without limit the uncalled capital of the Company, and also by any such means to secure and guarantee the performance by the Company, any holding, subsidiary or associated company of the Company, or any other person, firm or company of any obligation undertaken by the Company or any of them as the case may be, and to stand security or guarantor for or otherwise support any obligation of any other person, firm or company whether by personal covenant, mortgage, charge, standard security or lien upon the whole or any part of the undertaking, property and assets of the Company whether present or future including but without limit its uncalled capital;

- m) to advance or lend money or give any credit to any person, firm or company as the directors or members may think fit, and to give financial assistance as statutorily permitted for the acquisition or redemption of any shares, debentures, option rights or other security of the Company;
- n) to draw, issue, accept, endorse, discount, negotiate, make or deal with as may seem expedient cheques, bills of exchange or lading, promissory notes, warrants, coupons, debentures, and other negotiable or transferable notes or instruments;
- o) to seek any permission, order, privilege, charger, concession, decree, right or licence from any government department, national, local or other statutory authority or official body in any part of the world where the Company does or may do business or other official sanctions for enabling the Company to pursue any of its objects for the time being or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and comply with the same, and to oppose or defend any proceedings or application which may seem directly or indirectly to advance or prejudice the Company's interests as the case may be;
- p) to seek in any part of the world and deal with, grant or obtain licences in respect of, manufacture under, operate, test, improve, or experiment on any invention, discovery, copyright, patent, brevet d'invention, licence, secret process, trade mark, service mark, design, registration, protection and concession as may seem expedient or beneficial, and to register, re-register, disclaim, alter, modify, use, and turn to account the same or any of them;
- q) to act as principal, nominee, agent (whether disclosed or undisclosed), broker, trustee, factor, contractor or sub-contractor in any part of the world;
- r) to pay, reward or remunerate anyone supplying goods or services to the Company by cash, goods, services or any securities of the Company;
- s) to give to any charitable, benevolent or public cause or object which may be for the benefit of the Company or any holding, subsidiary or associated company of the Company or any directors or employees thereof, and to provide or pay towards any pension, annuity, gratuity, insurance, superannuation or other allowance or benefit, and generally to provide advantages, facilities and services for any persons who are or have been directors of, employed by or serving the Company or any holding, subsidiary or associated company of the Company or any predecessor thereof and to the members of the family, dependants, personal representatives or nominated beneficiaries of any such persons, and to set up,

establish, maintain, provide, contribute towards and lend in favour of any incentive, profit-sharing, option, or savings related scheme for the benefit of the employees of the Company or any holding, subsidiary or associated company as aforesaid;

- t) to distribute among the members of the Company in specie or otherwise any property of the company of whatever nature, including but without limit the shares, debentures or other securities of any other company taking over the whole or any part of the undertaking, assets or liabilities of the Company, and to purchase or assist the purchase of or redeem the shares for the time being (including any redeemable shares) or reduce the capital of the company in any manner permitted under part V of the Act;
- u) to carry on any of the objects for the time being of the Company in any part of the world as principal or by or through agents, trustees, brokers, sub-contractors or otherwise and either alone or with any other person, firm or company;
- v) to do all things specified for the time being in the articles of association of the Company.

The objects in each preceding sub-clause shall not be in any way limited or restricted by reference to or inference from the terms of any other sub-clause herein except as may be expressly stated, or by the name, place or date of incorporation of the Company. Each sub-clause, object and power herein shall be a main object of the Company and not ancillary or subsidiary to any other sub-clause, object or power herein. The Company shall have as full a power to exercise all or any of the objects and powers in each sub-clause herein as if each sub-clause contained the objects of a separate company. Reference to any company herein shall be deemed to include any body whether incorporated or not and wherever in any part of the world set up, established or registered.

- 4. The liability of the members is limited.
- 5. The share capital of the Company is £1,000 divided into 1,000 ordinary shares of £1.00 each.

We, the subscribers to this memorandum of association, agree to take the number of shares shown below against our respective names.

Name and addresses of
subscribers

Number of shares taken by
each subscriber

James Goldblatt

(Authorised Signatory)

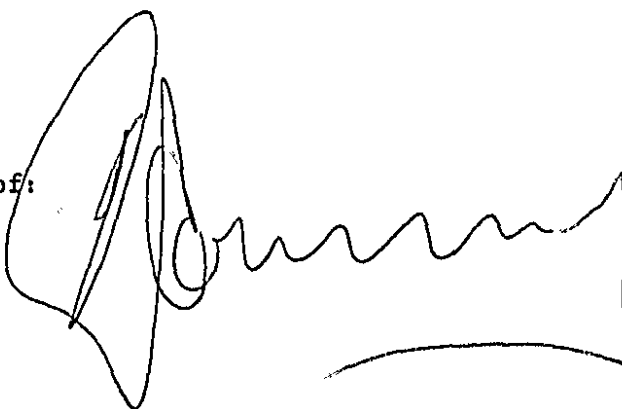
For and on behalf of

MK Company Directors Limited
198 Silbury Boulevard
Central Milton Keynes /
Buckinghamshire
MK9 1LL

1

Signed in the presence of:

Richard Conway
198 Silbury Boulevard
Central Milton Keynes
Buckinghamshire
MK9 1LL



Sch2m

(Authorised Signatory)

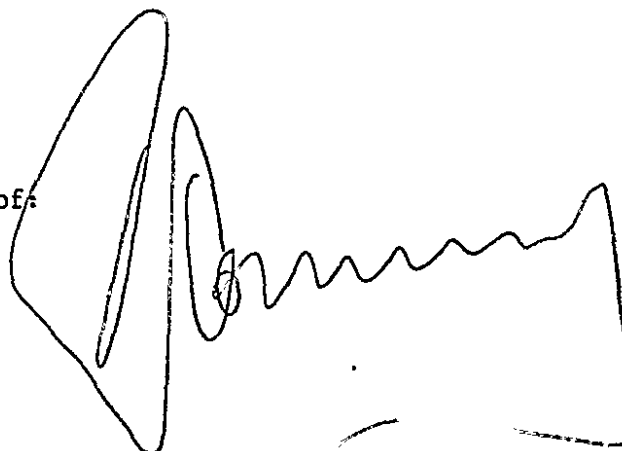
For and on behalf of

MK Company Secretaries Limited
198 Silbury Boulevard
Central Milton Keynes
Buckinghamshire
MK9 1LL

1

Signed in the presence of:

Richard Conway
198 Silbury Boulevard
Central Milton Keynes
Buckinghamshire
MK9 1LL



Dated 27th March, 1991.

COMPANY NUMBER :

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

COMMENCE COMPANY NO. 9123 LIMITED

PRELIMINARY

1. (1) In the articles of association here set forth (hereinafter called "the Articles") the expression "the Act" means the Companies Act 1985, and, for the purpose of the Articles, Table A in the Companies (Tables A to F) Regulations 1985 S.I. No 805 or any alteration or replacement thereof (hereinafter called "Table A") as statutorily in force on the date when the Articles are adopted by the company named above (hereinafter called "the Company") is deemed to be included in and shall be construed as one with the Act.
- (2) The Regulations contained in Table A are adopted by the Company subject to and together with the Articles (such regulations and the Articles are together hereinafter called "the Regulations") and deemed to be comprised within the expression "the regulations" as used in Table A).
- (3) Words and expressions used in the Regulations, unless the context otherwise requires, have the same meaning as in the Act.
- (4) Statutory references in the Articles shall include, subject as aforesaid, the statute as may be amended, extended or applied by or under any other statutory provision or as re-enacted.

PRIVATE COMPANY

2. The Company is to be a private company and shall not offer any of its shares or debentures, whether for cash or otherwise, to the public or allot or agree to allot 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.

SHARES

3. The authorised share capital of the Company is £1,000 divided into 1,000 ordinary shares of £1 each.
4. The shares and any right to subscribe for, or convert any security into, shares in the Company or any of them for the time being (other than shares shown in the memorandum of association of the Company to have been taken by the subscribers thereto or shares allotted in pursuance of an employees' share scheme) may be allotted to such persons, at such times, but subject as hereinafter mentioned, in such proportions, upon such terms (except at a discount) and with such rights or restrictions, including but without limit as to differentiation between members of calls, as the Directors, subject to the Articles, shall think fit.

5. Any pre-emption rights on the allotment of shares conferred by statute from time to time are hereby excluded pursuant to the provisions in that behalf in section 91(1) of the Act.
6. The Directors are authorised to exercise the power of allotment of the Company subject as aforesaid generally and unconditionally, but so that such authority will expire on the date of the fifth anniversary of the incorporation of the Company, except that thereafter the Directors may exercise the said power of allotment in pursuance of an offer or agreement made by the Company before such date or in pursuance of any authority given in accordance with the Act.
7. The maximum amount of shares that may be allotted by the Directors hereunder is the nominal amount for the time being, but only until the date of the fifth anniversary aforesaid, of the authorised but unissued share capital of the Company.
8. The Company may in accordance with and subject to part V of the Act and all other provisions for the time being (if any) therefor:
 - (1) give financial assistance directly or indirectly for the purpose of acquiring any shares in the Company, or its holding company, or subsidiary company of its holding company, if any;
 - (2) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof except that no redeemable shares may be issued at any time when there are no issued shares of the Company which are not redeemable;
 - (3) purchase its own shares including its own redeemable shares;
 - (4) make a payment in respect of the redemption or purchase of any of its own fully-paid shares out of the distributable profits of the Company or the proceeds of a fresh issue of shares or, so long as the Company is a private company, capital, or, so long as aforesaid, partly one way and partly another, and as to redemption on such terms and in such manner as may be determined at any time or times by the Directors.
9. Any shares purchased or redeemed by the Company as permitted by Article 8 shall be treated as cancelled.
10. The certificate or warrant of any security issued or granted by the Company defaced, lost, worn-out or destroyed may be renewed on payment of a fee on such terms as to evidence and indemnity, and the payment of all expenses of the Company of investigating evidence, as the directors shall think fit, and on the return to the Company of any certificate or warrant as the case may be to be renewed which is defaced or worn-out.
11. The Company, if the Directors think fit and subject to such terms and conditions (if any) as to requisition of, or submitting any

resolution to, or attending and voting at any meeting and as to any other matter as they may from time to time decide, may:

- (1) issue under its common seal a warrant with respect to any fully-paid shares stating that the bearer of the warrant is entitled to the shares therein specified, and
 - (2) provide by coupons or otherwise for the payment of future dividends on the shares included in the warrant.
12. Provided always that the shares specified in Article 11 may be transferred by delivery of the warrant, the holder of any such warrant may surrender the same at any time for cancellation and thereupon his name shall be entered in the register of members, and the bearer of any share warrant issued by the Company shall be deemed to be a member of the Company to the full extent.
13. A new warrant shall not be issued to replace one that has been lost unless the Directors are satisfied beyond reasonable doubt that the original has been destroyed.
14. The liability of any member in default in respect of a call shall be increased by interest payable at such rate without limit as the directors may determine on any amount called and by the addition of all costs, charges and expenses that may have been incurred by the Company by reason of such non-payment, and subject hereto Regulation 18 of Table A is adopted.

LIEN

15. The lien conferred by Regulation 8 of Table A shall also attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability of any kind to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, and Regulation 8 of Table A shall be construed accordingly.

TRANSFER OF SHARES

16. For the purpose of Articles 17 and 18:
- (1) the word "Member" shall not include a person who holds shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but shall include a former Member in any case where the person concerned ceased to be a Member as the result of the creation of the relevant trust; and
 - (2) the words "a Member of the family of a Member" shall mean the husband, wife, widow, widower, child and remoter issue, (including a child by adoption), parent (including adoptive parents), brother and sister (whether of the full or half blood, and including a brother or sister related by adoption), and child and remoter issue of any such brother or sister (including a child by adoption), of the Member.
17. The Directors shall, subject to Regulation 24 of Table A, register the transfer or, as the case may be, transmission of any shares:

- (1) to a member of the family of a Member or of a deceased Member; or
 - (2) to any person or persons acting in the capacity of trustee or trustees of a trust created by a Member (inter vivos or by will) or, upon any change of trustees of a trust so created, to the new trustee or trustees (so that any such transfer as aforesaid shall be registered pursuant to this paragraph only if such shares are to be held upon the terms of the trust) provided that:
 - (a) there are no persons beneficially interested under the trust other than the Member or members of his family;
 - (b) the voting rights conferred by any such shares are not exerciseable by or subject to the consent of any person other than the trustee or trustees of the trust or the Member or members of his family; and
 - (c) the Directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the Member or members of his family; or
 - (3) by the trustee or trustees of a trust to which paragraph (2) above applies to any person beneficially interested under the trust being the Member or a members of his family; or
 - (4) to the legal personal representatives of a deceased Member where under the provisions of his Will or the laws as to intestacy the persons beneficially entitled to any such shares, whether immediately or contingently, are members of the family of the deceased Member;
 - (5) by the legal personal representatives of a deceased Member to a member or members of the family of the deceased Member.
18. In any case where any shares are held by the trustee or trustees of a trust following a transfer or transfer made pursuant to Article 17 (2) and it shall come to the notice of the Directors that not all the persons beneficially interested under the trust are members of the family of the Member by whom the trust was created, the Directors may at any time within 28 days thereafter resolve that such trustee or trustees do transfer such shares and, thereupon:
- (1) such trustee or trustees shall be deemed:
 - (a) to have served a transfer notice comprising shares pursuant to Article 21; and
 - (b) to have specified therein the fair value to be certified in accordance with Article 32;

- (2) the provisions of Articles 22 to 38 (both inclusive) shall take effect accordingly; and
 - (3) notice of such resolution shall immediately be given to such trustee or trustees.
19. Notwithstanding the provisions of Articles 16 to 18 (both inclusive) and Articles 20 to 38 (both inclusive), the Directors may decline to register any transfer or transmission of any share (whether or not it is a fully paid share) which would otherwise be permitted without giving any reason therefor (and Regulation 24 of Table A shall be modified accordingly) if it is a transfer:
- (1) of a share made pursuant to Article 38;
 - (2) of a share made pursuant to Article 17 by a Member of the Company who is employed by the Company in any capacity, provided that this restriction shall not apply to such Member's legal personal representatives.
20. Whenever any Member of the Company who is employed by the Company in any capacity (whether or not he is also a Director) ceases to be employed by the Company otherwise than by reason of his death, the Directors may at any time not later than six months after his ceasing to be employed resolve that such Member do retire, and thereupon:
- (1) such Member shall, unless he has already served a transfer notice (as defined in Article 21) be deemed:
 - (a) to have served a transfer notice pursuant to Article 21; and
 - (b) to have specified therein the fair value to be certified in accordance with Article 32; and
 - (2) notice of the passing of any such resolution shall immediately be given to the Member affected by it.
21. Save where a transfer is made pursuant to Article 17, any person ("the proposing transferor") proposing to transfer any shares shall give notice in writing ("the transfer notice") to the Company that he desires to transfer such shares and specifying the price per share which in his opinion constitutes the fair value thereof, and:
- (1) the provisions of Articles 22 to 38 (both inclusive) shall apply to any transfer notice; and
 - (2) for the purpose of this Article and of Articles 22 to 38 (both inclusive) the fair value of each share comprised in the transfer notice:
 - (a) shall be its value as a rateable proportion of the total value of all the issued shares of the Company; and

- (b) shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.
22. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any Member or Members willing to purchase the same ("the purchasing Member") at the price specified therein or the fair value certified in accordance with Article 32 (whichever shall be the lower).
23. A transfer notice shall not be revocable except with the sanction of the Directors.
24. The shares comprised in any transfer notice shall be offered to the Members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively.
25. An offer made pursuant to Article 24 shall be made by notice in writing ("the offer notice") within seven days after the receipt by the Company of the transfer notice.
26. The offer notice shall:
- (1) state the price per share specified in the transfer notice;
 - (2) limit the time in which the offer may be accepted, being, subject to Article 30 below, not less than 21 days nor more than 42 days after the date of the offer notice.
27. For the purpose of Article 26 (2), an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company.
28. If all the Members did not accept the offer in respect of their respective proportions in full, the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Member shall be obliged to take more shares than he shall have applied for.
29. If any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, then:
- (1) those shares shall be offered to the Members, or some of them in such proportions or in such manner as may be determined by lots drawn in regard thereto; and
 - (2) the lots shall be drawn in such manner as the Directors may think fit.
30. If a certificate of valuation is requested under Article 31, the offer shall remain open for acceptance for a period of 14 days after the date on which notice of the fair value certified in accordance with Article 32 shall have been given by the Company to the Members.

31. Any Member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or, at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the shares comprise in the transfer notice as at the date of the transfer notice, and for the purpose of this Article reference to "the Auditor" shall include any person so nominated.
32. Upon receipt of such notice the Company shall instruct the Auditor to certify the fair value as requested by the Member so permitted by Article 31.
33. The costs of such valuation shall be apportioned among the proposing transferor and the purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide.
34. In certifying fair value in accordance with Article 32, the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and, accordingly, any provisions of law or statute relating to arbitration shall not apply.
35. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and of the price per share at which the shares comprised in the transfer notice are offered for sale, which shall be the lower of:
 - (1) the price specified in the transfer notice; and
 - (2) the fair value of each share.
36. If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in Articles 26(2) and 30, then:
 - (1) the Company shall not later than seven days after the expiry of such appropriate period give notice in writing ("the sale notice") to the proposing transferor specifying the purchasing Members; and
 - (2) the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing Members.
37. If in any case the proposing transferor after having become bound as set out in Article 36(2) makes default in transferring any shares, then:
 - (1) the Company may receive the purchase money on his behalf;
 - (2) the Company may authorise some person to execute a transfer of such shares in favour of the purchasing Members;
 - (3) the receipt of the Company for the purchase money shall be a good discharge to the purchasing Members; and

- (4) the Company shall pay the purchase money into a separate bank account.
38. If the Company shall not give a sale notice to the proposing transferor within the time specified in Article 36, he shall, during the period of 30 days next following the expiry of the time so specified, be at liberty, subject to Article 19, to transfer all or any of the shares comprised in the transfer notice to any person or persons.
39. In the application of Regulations 29 to 31 (both inclusive) in Table A to the Company:
- (1) save where the proposed transfer or transmission falls within Article 17 ("a permitted transfer") any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;
 - (2) if a person so becoming entitled shall not have executed a permitted transfer or given a transfer notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person:
 - (a) within 30 days to execute permitted transfers; or
 - (b) give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously done so;
 - (3) if a person who has been given such a notice as is mentioned in paragraph (2) of this Article 39 does not comply with the requirements of that notice, he shall at the end of such 30 days be deemed to have given a transfer notice pursuant to Article 21 relating to those shares in respect of which he has still not executed permitted transfers or given a transfer notice;
 - (4) where a transfer notice is given or deemed to be given under this Article 39, and no price per share is specified therein, the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors be certified in writing by the Auditors in accordance with Article 32 as the fair value thereof.
40. The transferee of any fully paid share or shares need not execute whether under seal or under hand the instrument of transfer of that share or of those shares.

MEMBERS

41. Regulation 41 of Table A is adopted with the addition at the end thereof of the words "and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting or if during the meeting a quorum ceases to be present the

member or members present entitled to be counted in a quorum shall be a quorum" subject as hereinafter may be mentioned, and Regulations 56 and 62(a) of Table A are adopted with "24" substituted for "48" respectively.

42. Any resolution may be proposed and passed as special, extraordinary, ordinary or otherwise notwithstanding that the Company has given less than twenty-one or fourteen days' notice thereof, or of the meeting or adjourned meeting at which it is proposed to be passed, as the case may be, if it is so agreed by a majority in number of the members having a right to attend and vote on the resolution together holding not less than 95% in nominal value of the shares giving that right, and subject hereto Regulation 38 of Table A is adopted.

GENERAL MEETINGS

43. A poll may be demanded at any general meeting by any member entitled to vote thereat, and subject hereto Regulation 46 of Table A is adopted.
44. On a show of hands or on a poll votes may be given either personally or by proxy.

DIRECTORS

45. The number of the Directors may be fixed by the Company, but unless and until so fixed there shall be no maximum number and the minimum number shall be one.
46. The continuing Director or a sole continuing Director may act notwithstanding any vacancies in their number, and in the event of there being only one Director in accordance with the regulations he shall be deemed to constitute a quorum and have full authority to exercise all the powers and discretions by the Articles expressed to be vested in the Directors, and Regulations 64 and 90 of Table A are not adopted, and subject hereto and as hereinafter mentioned Regulation 89 of Table A is adopted.
47. The Directors need not retire by rotation or at the first annual general meeting and therefore Regulations 73 to 78 of Table A are not adopted, and, subject to the articles, Regulation 79 of Table A except the final two sentences thereof is adopted.
48. The Company may by ordinary resolution appoint a person who is willing to be a Director either to fill a casual vacancy or as an additional Director.
49. Each Director shall have power from time to time to nominate another Director, or any person not being a Director approved by the other Directors, to act as his alternate, and at his discretion to remove such alternate Director, save that a person not being a Director who is appointed as an alternate shall not appoint an alternate, and in relation thereto the following provisions shall apply.
- (1) An alternate Director shall be subject to all the terms and conditions existing with reference to the other Directors except as to power to appoint an alternate Director and

remuneration, and, subject to his giving to the Company an address at which notices may be served on him, he shall be entitled to receive notice of all meetings of the Directors and shareholders and to attend, speak and vote thereat when his appointer is entitled to but is not present.

- (2) One person may act as alternate Director to more than one Director, and while he is so acting he shall be entitled to a separate vote for himself if he is already a Director and for each Director he is representing.
 - (3) Any appointment or removal by any Director of another person as his alternate Director may be made by letter, cable, telegram, facsimile transmission or telex or in any other manner approved by the Directors.
 - (4) When a Director ceases to be a Director any alternate appointed by him shall thereupon cease to be and have any power as a Director Provided always that any alternate Director shall be deemed to be re-appointed at the meeting when his appointer is re-appointed unless the contrary intention is expressed in writing by his appointer.
 - (5) A Director shall not be liable for the acts and defaults of any alternate Director appointed by him.
 - (6) An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointer.
 - (7) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors for the time being, but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.
 - (8) An alternate Director shall not be entitled to receive any emoluments from the Company in respect of his position as an alternate Director Provided always that the Company may pay all travelling, hotel and other expenses properly incurred by him in attending and returning from meetings of the Directors or any committee thereof or general meetings of the Company or in connection with the business of the Company, and Regulations 65 to 69 of Table A are not adopted.
50. Subject to any written agreement between the members, the Directors may receive such emoluments (whether by way of fees, salary, commission, participation in profits, or partly in one way and partly in another or otherwise) as shall from time to time be determined by the Company in general meeting, and any Managing Director may receive such emoluments determined as aforesaid, and Regulation 82 of Table A is adopted as if it applied to all such emoluments as aforesaid, and Regulation 84 of Table A is adopted except the last sentence.
51. Subject to the Articles, a Director shall be entitled to demand a poll on any resolution for his removal from office and for the

alteration of this Article, and subject hereto Regulations 46 and 54 of Table A are adopted.

52. The Directors may issue any securities subject to section 80 of the Act and to the articles as they may think fit.
53. The Directors may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures, debenture stock and other securities whether outright or as a security for any debt, liability or obligation of the Company or of any third party (including its holding company).
54. The Directors may retain any benefits received by them or any of them by reason of the exercise of any powers in clause 3(s) of the memorandum of association, and subject hereto Regulation 87 of Table A is adopted.
55. The contemporaneous linking together by telephone of a number of the Directors not less than the quorum and the Company Secretary, wherever in the world they are, shall be deemed to constitute a meeting of the Directors so long as the following conditions are met:
 - (1) All the Directors for the time being entitled to receive notice of any meeting of the Directors (including any alternate for any Director) shall be entitled to notice (which may itself be given by telephone) of any meeting by telephone and to be linked by telephone for the purpose of such meeting.
 - (2) Each of the Directors taking part and the Company Secretary must be able to hear each of the other Directors taking part subject as hereinafter mentioned throughout the meeting.
 - (3) At the commencement of the meeting each Director must acknowledge his presence to all the other Directors taking part.
 - (4) Unless he has previously obtained the consent of the Chairman of the meeting, a Director may not leave the meeting by disconnecting his telephone and shall be conclusively presumed to have been present and to have formed part of the quorum throughout the meeting.
 - (5) The meeting shall be deemed to have been validly conducted notwithstanding that a Director's telephone is accidentally disconnected during the meeting, and the proceedings thereof shall be deemed to be as valid as if the telephone had not been disconnected.
 - (6) A minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by the Chairman and the Company Secretary.
56. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising

thereout, and such vote shall be counted and he shall be counted in the quorum present at the meeting when any such contract or arrangement is under consideration, and subject hereto Regulations 85 and 89 of Table A are adopted.

57. The Directors shall cause minutes to be made for the purposes of section 382 of the Act, which, together with all registers, records or other information statutorily or otherwise required to be registered or recorded by the Company, may be recorded in bound books or some other means as the Directors may determine so long as the recording is capable of being reproduced in legible form and adequate precautions are taken for guarding against falsification. Provided always that the Directors need not sign their names for the purpose of recording their attendance at any meeting.

DELEGATION OF DIRECTORS' POWERS

58. The Directors may delegate any of their powers to committees, whether consisting of a member or members of the Board of Directors or not, as they think fit.
59. Any committee so formed shall, in the exercise of the power so delegated, conform with any regulations that may be imposed on it in writing by the Directors. Subject hereto, Regulation 72 of Table A is adopted.

REMOVAL OF DIRECTORS

60. In addition to the power of removal by ordinary resolution under section 303 of the Act the Company may by extraordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in the regulations or in any agreement between the Company and such Director, and may by ordinary resolution replace him.

DISTRIBUTIONS

61. Any dividends resolved to be recommended, declared or paid, any sum resolved to be capitalised and the assets of the company to be divided on a winding up shall be paid or distributed, subject to the Articles and the rights attaching to the shares, in proportion to the nominal amount of the shares (whether or not fully paid) held by the members entitled thereto. Provided always that if any share is issued on terms that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly, and Regulation 104 of Table A is not adopted.

INVESTIGATION OF SHAREHOLDINGS

62. (1) The Directors may by notice in writing at any time or times require any Member (hereinafter called "the requisitioned Member") to indicate the capacity in which the requisitioned Member holds any shares (hereinafter called "the investigated shares") in the capital of the Company.
- (2) For so long as the requisitioned member does not identify the absolute beneficial owner of the investigated shares the requisitioned Member, so far as the Directors shall think

fit, shall not be entitled in respect of the investigated shares or any of them to:

- (a) receive notice of, attend (whether personally or by proxy), speak or vote at any general meeting of the Company;
- (b) transfer them;
- (c) receive any distribution whether by way of dividend, interim dividend or bonus; or
- (d) acquire or renounce the right to other shares issued by the Company.

INDEMNITY

63. Subject to section 310 of the Act and whether or not in connection with any application under sections 144 or 727 of the Act, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses and liabilities and the Directors and other officers shall not be liable for any loss, damage or misfortune which may happen to or be incurred for the Company in the execution of their duties to the Company, and subject hereto Regulation 118 of Table A is adopted.

Name and addresss of
subscribers

Number of shares taken by
each subscriber

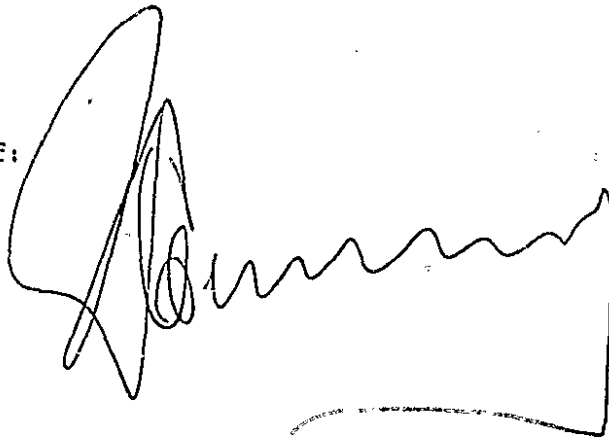
James Goldblatt
(Authorised Signatory)
For and on behalf of

MK Company Directors Limited
198 Silbury Boulevard
Central Milton Keynes
Buckinghamshire
MK9 1LL

1

Signed in the presence of:
Richard Conway
198 Silbury Boulevard
Central Milton Keynes
Buckinghamshire
MK9 1LL

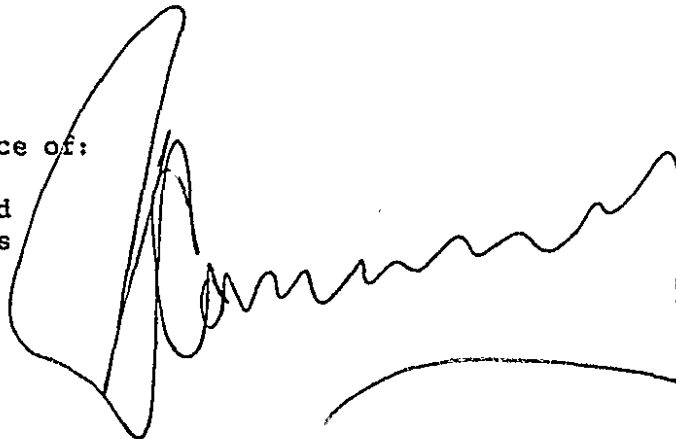
Richard Conway
(Authorised Signatory)
For and on behalf of



MK Company Secretaries Limited
198 Silbury Boulevard
Central Milton Keynes
Buckinghamshire
MK9 1LL

1

Signed in the presence of:
Richard Conway
198 Silbury Boulevard
Central Milton Keynes
Buckinghamshire
MK9 1LL



Dated 27th March, 1991

Company Number:

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

AND

Articles of Association

OF

COMMENCE COMPANY NO. 9123 LIMITED

(Incorporated in England on April, 1991)

Fennemores
Bouverie House
200 Silbury Boulevard
Central Milton Keynes
Buckinghamshire
MK9 1LL

Telephone: (0908) 678241
Facsimile: (0908) 665985

Our Ref: AJP/JOG:CA9123

FILE COPY



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

No. 2598384

I hereby certify that

COMMENCE COMPANY NO. 9123 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 5 APRIL 1991

A handwritten signature in cursive script, reading "G. J. Stagg (Mrs)".

MR. G. J. STAGG

an authorised officer