



**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

\* ALPHABOURNE LIMITED

\* Insert full name of Company

I, **PAUL FREDERICK PAYNE**  
of **1 Compton Terrace**  
**LONDON N1 2UM**

a duly authorised signatory of L & A Registrars Limited

do solemnly and sincerely declare that I am a person named as director 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 Clinton Davis Cushing and Kelly  
26 Lower Clapton Road  
London E5 0PD

Declarant to sign below

the 26th day of March  
One thousand nine hundred and ninety-one  
before me M. Keshani

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):

For official Use  
New Companies Section

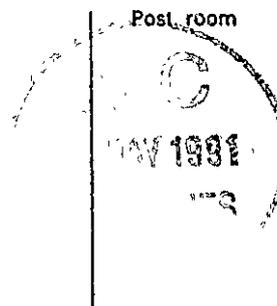
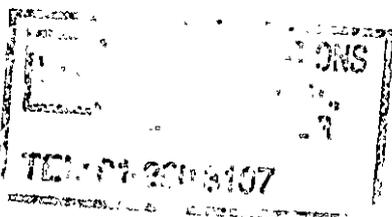
Post room



**LAW & ACCOUNTANCY**  
(agency services) Limited

31, Casham Street  
London N1 6DR

Tel: 2501413 FAX: 2501973  
Telex: 892908 DA 36005 FINSBURY





COMPANIES HOUSE

10

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

This form should be completed in black.

Company name (in full)

<b>CN</b> 2610531	For official use <input type="checkbox"/>
ALPHABOURNE LIMITED	

Registered office of the company on incorporation.

<b>RO</b>	31 CORSHAM STREET
Post town	LONDON
County/Region	
Postcode	N1 6DR

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	LAW & ACCOUNTANCY (agency services) LTD.
<b>RA</b>	31 CORSHAM STREET
Post town	LONDON
County/Region	
Postcode	N1 6DR

Number of continuation sheets attached

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

L & A FORMATIONS	
31 CORSHAM STREET	
LONDON	Postcode N1 6DR
Telephone 071-250 3107	Extension

**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**

<input type="checkbox"/> CS	LIMITED COMPANY	
	L & A SECRETARIAL LIMITED	
<input type="checkbox"/> AD	31 CORSHAM STREET	
	Post town	LONDON
	County/Region	
	Postcode	N1 6DR
	Country	ENGLAND
	I consent to act as secretary of the company named on page 1	
	Signed	
		Date 1 MAR 1991

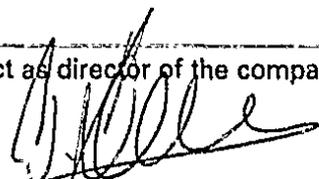
**Directors** (See notes 1 - 5)  
 Please list directors in alphabetical order.

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  
 \* Voluntary details

**Consent signature**

<input type="checkbox"/> CD	LIMITED COMPANY	
	L & A REGISTRARS LIMITED	
<input type="checkbox"/> AD	31 CORSHAM STREET	
	Post town	LONDON
	County/Region	
	Postcode	N1 6DR
	Country	ENGLAND
	Date of birth	DO 1 5 1 1 9 0
	Nationality	NA U.K. REGISTERED
<input type="checkbox"/> OC	COMPANY REGISTRATION AGENT	
<input type="checkbox"/> OD	NONE	
	I consent to act as director of the company named on page 1	
	Signed	
		Date 1 MAR 1991



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COMPANY LIMITED BY SHARES

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**Memorandum of Association**  
**of**

ALPHABOURNE LIMITED

1. The Company's name is "ALPHABOURNE LIMITED".
2. The Company's registered office is to be situated England and Wales.
3. The Company's objects are:-

(A)(i) To carry on the business of a holding company in all its branches to co-ordinate the policy and administration of any companies corporations or undertakings in which this Company is a member or participant or which are controlled by or associated with this Company in any manner to assist financially subsidise or enter into subvention agreement with any such companies corporations or undertakings and to provide for them administrative executive managerial secretarial and accountancy services or staff office accomodation or social or welfare services and facilities to act as secretaries directors registrars managers and agents thereof and to do anything which will or may promote the efficiency and profitability of the business carried on by such companies corporations or undertakings.

(ii) To acquire by purchase exchange subscription or in any other manner to invest any moneys belonging to the Company in and to hold the whole or any part of the shares stocks debentures debenture or loan stocks bonds scrip notes options mortgages charges obligations or other securities or interest of any kind or description in or issues or guaranteed by any company corporation or undertaking of whatever nature and wherever constituted or carrying on business whether or not the same are fully paid and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred thereof incidental to the ownership thereof and to sell transfer or otherwise dispose thereof from time to time as may be considered expedient.



BR 1500 p10  
100 421

(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 the other objects of the Company.

(C) To purchase, sell, exchange, improve, rent, let on lease, hire, surrender, license, accept surrenders of and otherwise acquire, deal with and hold any estate or interest in any lands, buildings, easements, rights, privileges, or other property, chattels and effects or any interest or right in relation thereto.

(D) To erect, pull down, repair, alter, develop, construct, lay down, enlarge, maintain or otherwise deal with any buildings, factories, stores, shops, plant and machinery, roads, railways, tramways, sidings, bridges, reservoirs and works necessary or convenient for the Company's business and to contribute to the performance of any of the above.

(E) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property of any description suitable to the purposes of the Company, and to pay cash or to issue any shares, stocks, debentures, or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

(F) To apply for, purchase or otherwise acquire and hold or deal in any manner with any patents, licences, concessions, secret processes or other property which may seem to the Company capable of being dealt with by or to be of benefit or convenient to the pursuit of any trade or business of the Company and to grant rights and interests thereout.

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

(H) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may from time to time be determined.

(I) To lend money to any person, firm or company upon such terms and with or without security and subject to such conditions as may from time to time be determined.

(J) To give all kinds of indemnities either with or without the Company receiving any consideration or advantage and to guarantee the payment of the capital or principal (together with any premium) of any debentures, debenture stock, bonds, mortgages, charges, obligations, dividends, securities, moneys or shares or interest thereon, or the performance of any contracts or engagements of any other person, firm or company.

(K) To borrow or raise or secure the payment of money in such manner as shall from time to time be determined for the purposes of or in connection with the Company's trade or business and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's undertaking or property and by reissuing any debentures at any time paid off, and by becoming a member of any building society.

(L) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

(M) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons, firms or companies having dealings with the Company or in whose business or undertakings the Company is interested whether directly or indirectly.

(N) To pay for any property or rights of any description acquired by the Company either in cash, by instalments, or otherwise, or fully or partly paid-up shares, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one way and partly in another, and generally on such terms as the Company may determine.

(O) To accept payment for any property or rights of any description sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or debenture

stock, mortgages or other securities of any company or companies, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

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

(Q) To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debenture stock or other interests in or obligations of any other company or corporation.

(R) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on.

(S) To establish or promote or join or assist in establishing or promoting any other company or companies for the purpose of acquiring all or any of the assets and liabilities of the Company or for any other purpose the promotion of which shall be in any manner calculated or appear to the Company to advance directly or indirectly the objects or interests of the Company.

(T) To amalgamate with any other company or companies whose objects are or include objects similar to those of the Company or any of them, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company or companies as aforesaid, with or without winding up or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(U) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests, or co-operation with any person, firm or company whose objects are or include objects similar to those of the Company or any of them.

(V) To establish, support and maintain and to aid and procure the establishment, support and maintenance of any non-contributory or contributory pension or superannuation funds or any other trusts or funds calculated to benefit, and give or procure the giving of donations, gratuities, pensions, allowances, or enrolments to any persons who are or were at any time employed by or in the service of the Company (including any Director holding a salaried office or employment in the Company) or of any other company which is for the time being the Company's holding company, or a

subsidiary of the Company (as defined by s.736 of the Companies Act 1985) or the families and dependants of such persons, and to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other companies or persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid.

(W) To subscribe or guarantee money for or organise, assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may appear to further, whether directly or indirectly, the objects of the Company or the interests of its members or employees.

(X) To pay out of the funds of the Company all costs and expenses of and incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission, and to remunerate any person, firm or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

(Y) 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 Directors and ex-Directors of the Company or their families, dependants and connections.

(Z) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company.

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

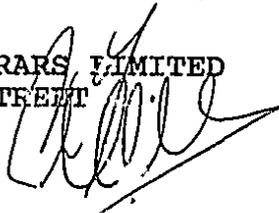
(BB) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company, and none of the said objects shall be deemed to be subsidiary to or limited in any way by any other object or objects.

4. The liability of the members is limited.

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

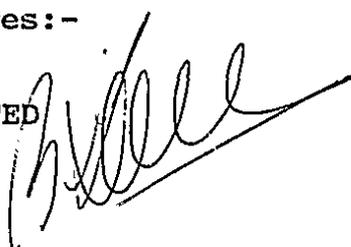
We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<p>L &amp; A REGISTRARS LIMITED 31 CORSHAM STREET LONDON N1 6DR</p> 	ONE
<p>L &amp; A SECRETARIAL LIMITED 31 CORSHAM STREET LONDON N1 6DR</p> 	ONE
TOTAL SHARES TAKEN:	TWO

DATED the 1st day of March 1991

Witness to the above Signatures:-

L & A SERVICES LIMITED  
31 CORSHAM STREET  
LONDON  
N1 6DR



THE COMPANIES ACT 1985

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COMPANY LIMITED BY SHARES

---

**Articles of Association**  
**of**

ALPHABOURNE LIMITED

PRELIMINARY

1.(1) The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save insofar as they are excluded or varied hereby, and such Regulations save as so excluded or varied together with the Articles hereinafter contained shall be the Articles of Association of the Company.

(2) The following Regulations of Table A shall not apply to the Company, namely Regulations 3, 24, 41, 46, 48, 64, 67, 73, 74, 75, 80, 94, 95, 96, 97.

INTERPRETATION

2. The provisions as to the interpretation of Table A contained in Regulation 1 thereof shall apply to the interpretation of these Articles as they apply to the interpretation of Table A.

PRIVATE COMPANY

3. The Company is a private company and accordingly the Company shall not offer, allot or agree to allot any shares in or debentures of the Company to the public with a view to all or any of such shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Act shall apply for the purposes of this Article as they apply for the purposes of the Act.

4.(1) All unissued shares of the Company, whether forming part of the original or any increased capital shall be under the control of the Directors who may allot, grant options over, offer or otherwise deal with or dispose of them to such persons, including any Directors of the Company, at such times and on such terms and generally in such manner as they think fit;

(2) The Directors are hereby generally and unconditionally authorised to exercise the powers of the Company to allot relevant securities as defined in section 80 of the Act and are empowered to make offers or agreements which would or might require relevant securities as so defined to be allotted after the expiry of such authority;

(3) Unless and until the authority conferred by (2) above is revoked, renewed or varied,

(a) the maximum amount of relevant securities as so defined that may be allotted under such authority shall be the amount of unissued relevant securities in the capital of the Company at the date of the incorporation of the Company;

(b) such authority shall expire on the fifth anniversary of the date of the incorporation of the Company.

#### REDEMPTION OF SHARES

5. Subject to the provisions of the Act shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder, provided that the terms on which and the manner in which any such redeemable shares shall or may be redeemed shall be specified by Special Resolution before the issue thereof.

#### LIEN

6. The lien conferred by Regulation 8 of Table A shall also attach to:

(a) fully paid shares;

(b) 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.

#### TRANSFER OF SHARES

7. The transferor shall be deemed to remain a holder of any shares which have been or are to be transferred until the name of the transferee is entered in the register of members in respect thereof.

8. The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register the transfer of any share, whether or not it is fully paid.

9.(1) A member (referred to in this Article as "the Transferor") desiring to transfer shares otherwise than to another member shall give notice in writing of such intention to the Directors of the Company giving particulars of the shares in question (referred to in this Article as "the transfer notice");

(2) The transfer notice shall constitute the Directors as agents of the transferor for the sale of the shares included in the transfer notice at the prescribed price (as hereinafter defined) and on the terms hereinafter set out;

(3) The prescribed price shall be such price per share as shall be agreed between the transferor and the Directors or in default of agreement as shall be fixed by the Auditors for the time being of the Company as the fair value thereof; and the cost of the said valuation by the Auditors shall be borne by the Company;

(4) The Directors shall offer the shares included in the transfer notice to the members of the Company (other than the transferor) at the prescribed price, and such offer shall be expressed to be open for acceptance for a period of not more than twenty-eight days;

(5) In the event of competition the shares so offered shall be sold to the members accepting the offer in such proportions (or as nearly as may be and without increasing the number sold to a member beyond the number applied for by him) as their existing holdings bear to the issued share capital of the Company;

(6) The transferor shall be bound upon receipt of the prescribed price to transfer to each member who has accepted the said offer such number of shares included in the transfer notice as such member shall have so accepted;

(7) Where a transferor fails or refuses so to transfer any shares within twenty-eight days after having become so bound so to do the Directors may authorise some person to execute on behalf of and as attorney for the transferor any necessary transfers and may receive the purchase money therefor in trust for the transferor; and in any such case the receipt of the Company shall be a good discharge to the purchaser who shall not be bound to see to the application thereof;

(8) If, at the expiry of the time prescribed for the acceptance of offers under (4) above, any shares included in the transfer notice have not been accepted for purchase by the members or any of them on the terms set out in (4) to (7) above inclusive the transferor shall be at liberty to dispose of so many of such shares as have not been so accepted for purchase in any manner he may think fit within three months from the expiry of the said time prescribed under (4) above.

#### PROCEEDINGS AT GENERAL MEETINGS

10.(1) If the quorum prescribed by Regulation 40 of Table A is not present within half an hour from the time appointed for the meeting the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine.

(2) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting one person entitled under Regulation 40 of Table A to be counted in a quorum present at the meeting shall be a quorum.

11.(1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.

(2) A poll may be demanded:-

(a) by the Chairman; or

(b) by a member (present in person or by proxy) having the right to attend and vote at the meeting; or

(c) by a duly authorised representative of a corporation.

(3) The demand for a poll may, before the poll is taken, be withdrawn.

(4) A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.

12. A resolution in writing executed pursuant to Regulation 53 of Table A and which is expressed to be a special resolution or an extraordinary resolution shall have effect accordingly.

#### VOTES OF MEMBERS

13. There shall be inserted the words "Unless the Directors otherwise determine" before the words "No member shall" in Regulation 57 of Table A which shall be modified accordingly in its application to the Company.

14.(1) The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:-

(a) be deposited at the office or at such other place within the United Kingdom and at such time as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting; or

(b) notwithstanding any provision to the contrary in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, be deposited with the Chairman 30 minutes before the commencement of the meeting or adjourned meeting and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

(2) Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment thereof.

NUMBER OF DIRECTORS

15.(1) The number of Directors shall be not more than seven but need not exceed one.

(2) If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles and by Table A.

ALTERNATE DIRECTORS

16. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

POWERS OF DIRECTORS

17. In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertaking and property of the Company including the 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.

PROCEEDINGS OF DIRECTORS

18. The words "and unless so fixed at any other number shall be two" shall be omitted from Regulation 89 of Table A in its application to the Company.

19. For the purposes of Regulation 93 of Table A, the consent of a Director or an alternate Director to a resolution may also be given by giving notice of his approval to the Company by letter, telex, cable or other similar means.

INDEMNITY

20. In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act, every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses, losses or liabilities incurred by him as agent of the Company or for the Company's benefit or intended benefit or in or about the discharge or intended discharge of his duties in relation to the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

L & A REGISTRARS LIMITED  
31 CORSHAM STREET  
LONDON  
N1 6DR



L & A SECRETARIAL LIMITED  
31 CORSHAM STREET  
LONDON  
N1 6DR



DATED the 1st day of March 1991

Witness to the above Signatures:-

L & A SERVICES LIMITED  
31 CORSHAM STREET  
LONDON  
N1 6DR



**FILE COPY**



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

No. 2610531

I hereby certify that

**ALPHABOURNE 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 14 MAY 1991

*P. Bevan*  
P. BEVAN

an authorised officer

# G

## Notice of accounting reference date (to be delivered within 6 months of incorporation)

Please do not  
write in  
this margin

Pursuant to section 224 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ]  
[ ] [ ] [ ] [ ]  
[ ] [ ] [ ] [ ]

2610531

Name of company

\*Insert full name  
of company

\* ALPHABOURNE LIMITED

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

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

Day Month  
3 0 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

*M A West*

Designation **SECRETARY** / Date **16/10/91**

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

STAMP, JACKSON & CO  
OF ARKLEIGH STREET,  
HULL, HU1 2AZ

ACP

For official use  
General Section

Post room

COMPANIES  
3 OCT 1991  
M 88



Notice of increase in nominal capital

123

Please do not write in this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ]

2610531

Name of company

\* ALPHABORNE LIMITED

\*Insert full name of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 1st NOVEMBER 91 the nominal capital of the company has been increased by £ 89900 beyond the registered capital of £ 100

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

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

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

ISSUED AS "A" ORDINARY SHARES AND "B" ORDINARY SHARES HAVING THE RIGHTS SET OUT IN THE ARTICLES OF ASSOCIATION ADOPTED ON 15th NOVEMBER 1991.

Please tick here if continued overleaf

[ ]

Signed A. [Signature]

Designation: DIRECTOR

Date 1-11-91

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

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

ALPHABORNE LIMITED, 100, WATERLOO STREET, HULL, HU1 2AZ

For official use: General section, Post room. Stamp: COMPANIES ACT 15 NOV 1991



Number of company: 2610531

THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

ALPHABOURNE LIMITED

## RESOLUTIONS

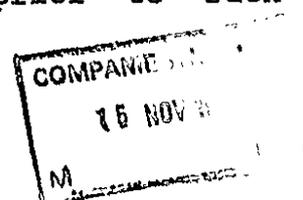
of the members of the above named Company made pursuant to Regulation 53 of Table A of the Companies (Tables A to F) Regulations 1985 incorporated in the Articles of Association of the Company made the | day of November. 1991.

W E, the undersigned, being all the members entitled to vote at a General Meeting of the Company on the following Resolutions

HEREBY RESOLVE as follows:

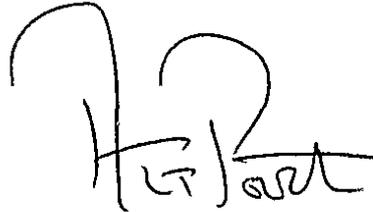
### RESOLUTIONS

- 1 That the existing Articles of Association of the Company shall no longer apply to this Company and that in lieu thereof the new Articles of Association already prepared, a copy of whereof has been initialled by the Company Chairman for the purposes of identification, be adopted by the Company and that the Secretary be directed forthwith to register the same with the Registrar of Companies.
- 2 That the capital of the Company be increased to £90,000 by the creation of a further 89,900 Ordinary Shares of £1 each.
- 3 That the Directors of the Company be authorised for the purposes of Section 80 of the Companies Act 1985 to allot in accordance with the Company's Memorandum and Articles of Association ordinary shares of the Company (otherwise in pursuance of an employees' share scheme) and rights to subscribe for or to convert any security into ordinary shares of the Company at any time prior to the fifth anniversary of the date of this resolution up to a maximum value not exceeding the nominal value of the present unissued share capital of the Company and to make offers or agreements prior to such

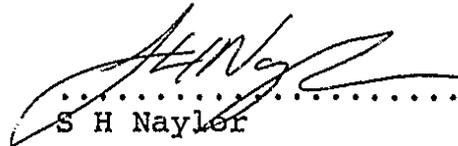


anniversary which would or might require ordinary shares to be allotted thereafter.

- 4 That by virtue of section 95(1) of the Companies Act 1985 section 89(1) shall not apply to any allotment of shares pursuant to the authority conferred by the preceding resolution.
- 5 That the two issued £1 Ordinary Shares in the capital of the Company be re-classified as "B" Ordinary Shares having the rights set out in the Articles of Association adopted above.
- 6 That £74,998 authorised but unissued £1 Ordinary Shares in the capital of the Company be reclassified as "B" Ordinary Shares having the rights set out in the Articles of Association set out above.
- 7 That £15,000 £1 Ordinary Shares authorised but unissued £1 Ordinary Shares in the capital of the Company be reclassified as "A" Ordinary Shares having the rights set out in the Articles of Association adopted above.



.....  
A C T Procter



.....  
S H Naylor

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311091

Number of company: 2610531

THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

ALPHABOURNE LIMITED

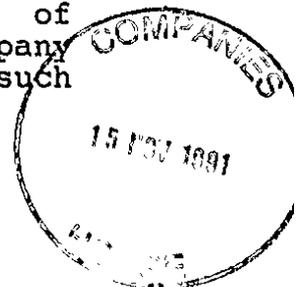
## RESOLUTIONS

of the members of the above named Company made pursuant to Regulation 53 of Table A of the Companies (Tables A to F) Regulations 1985 incorporated in the Articles of Association of the Company made the 1 day of NOVEMBER, 1991.

WE, the undersigned, being all the members entitled to vote at a General Meeting of the Company on the following Resolutions HEREBY RESOLVE as follows:

### RESOLUTIONS

- 1 That the existing Articles of Association of the Company shall no longer apply to this Company and that in lieu thereof the new Articles of Association already prepared, a copy of whereof has been initialled by the Company Chairman for the purposes of identification, be adopted by the Company and that the Secretary be directed forthwith to register the same with the Registrar of Companies.
- 2 That the capital of the Company be increased to £90,000 by the creation of a further 89,900 Ordinary Shares of £1 each.
- 3 That the Directors of the Company be authorised for the purposes of Section 80 of the Companies Act 1985 to allot in accordance with the Company's Memorandum and Articles of Association ordinary shares of the Company (otherwise in pursuance of an employees' share scheme) and rights to subscribe for or to convert any security into ordinary shares of the Company at any time prior to the fifth anniversary of the date of this resolution up to a maximum value not exceeding the nominal value of the present unissued share capital of the Company and to make offers or agreements prior to such



anniversary which would or might require ordinary shares to be allotted thereafter.

- 4 That by virtue of section 95(1) of the Companies Act 1985 section 89(1) shall not apply to any allotment of shares pursuant to the authority conferred by the preceding resolution.
- 5 That the two issued £1 Ordinary Shares in the capital of the Company be re-classified as "B" Ordinary Shares having the rights set out in the Articles of Association adopted above.
- 6 That £74,998 authorised but unissued £1 Ordinary Shares in the capital of the Company be reclassified as "B" Ordinary Shares having the rights set out in the Articles of Association set out above.
- 7 That £15,000 £1 Ordinary Shares authorised but unissued £1 Ordinary Shares in the capital of the Company be reclassified as "A" Ordinary Shares having the rights set out in the Articles of Association adopted above.



.....  
A C T Procter



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S H Naylor

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311091

*J. P. Procter*

COMPANY NUMBER : 2610531

COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

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NEW  
ARTICLES  
of ASSOCIATION of

ALPHABOURNE LIMITED

Incorporated on the 14th day of May 1991

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Stamp, Jackson & Procter  
Solicitors  
5 Parliament Street  
KINGSTON UPON HULL

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THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(adopted by Special Resolution  
passed 1991)

of

ALPHABOURNE LIMITED

CONSTITUTION AND INTERPRETATION

1.1 The Company is established as a private company within the meaning of Section 1(3) of the Companies Act 1985 in accordance with and subject to the provisions of the Companies Acts 1985 as amended by the Companies Act 1989 (hereinafter referred to as "the Act") and the Memorandum of Association of the Company. The Regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company so far as the same are not excluded or varied hereby or inconsistent herewith.

1.2 Regulations 2, 24, 41, 73 to 80 (inclusive), 89, 94 to 98 (inclusive) and 118 of Table A shall not apply to the Company and the following Regulations of Table A shall be modified:-

Regulation 3 so that the words "provided by the articles" shall be deleted and there shall be inserted in lieu thereof the words "specified in the articles or as the Company before the allotment of the shares may by special resolution determine".

Regulation 8 so that the words "(not being a fully paid share)" shall be deleted and the words "and the Company shall also have a first and paramount lien on all shares standing registered in the name of a single person or in the name of any person jointly with another or others for all monies presently payable by him or any of them or his estate or their estates to the Company" shall be inserted after the words "in respect of that share".

Regulation 10 so that the words "Neither the purchaser nor, if a different person, the transferee shall be bound to see to the application of the purchase money and" shall be inserted immediately before the words "The title".

SCAN UPON  
DEMAND

WE APOLOGISE THAT  
THIS PAGE/S IS MISSING

THANK YOU FOR YOUR  
UNDERSTANDING

as constituted by a Loan Agreement dated the date of adoption of these Articles and including all principal interest and other sums due thereunder.

"equity share capital" and "holding company" shall have the meanings respectively attributed to them by the Act.

"the Auditors" shall mean the auditors for the time being of the Company.

#### SHARE CAPITAL

- 2.1 The authorised share capital of the Company at the date of adoption of these Articles is £90,000 divided into 15,000 "A" Ordinary Shares of £1 each and 75,000 "B" Ordinary Shares of £1 each.
- 2.2 The said shares shall rank pari passu in all respects save as provided in Articles 8 and 9 and save that the "A" Shareholders shall alone be entitled to vote in relation to the removal of the "A" Director and the "B" Shareholders shall alone be entitled to vote in relation to the removal of any other Directors.
- 2.3 Except with such separate consent or sanction of the "A" Shareholders and the "B" Shareholders for the time being as is prescribed by Section 125 (2) of the Act, all shares for the time being unissued, whether in the original or any increased capital of the Company, shall consist of further "A" Shares and "B" Shares pro rata to the respective proportions of the Company's issued share capital then constituted by such "A" Shares and "B" Shares and shall be offered in the first instance for subscription by the holders of the issued shares of those classes, pro rata to the number of the same class then held by them respectively.

#### VARIATION OF RIGHTS

- 3.1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may not be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, without the consent in writing of the holders of three-fourths of the issued shares of that class, or without the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of that class, but not otherwise. To every such separate meeting all the provisions of these Articles relating to General Meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy

one-third in nominal amount of the issued shares of the class unless all the shares of any class are registered in the name of a single corporate shareholder in which case the quorum shall be one person being the duly authorised representative of such shareholder (but so that if at any adjourned meeting of such holders a quorum as above defined is not present those members who are present shall be a quorum) and that the holders of shares of the class, on a poll, have one vote in respect of every share of the class held by them respectively.

- 3.2 While any "A" Shares remain in issue, any amendment to or alteration of these Articles shall be deemed to be a variation of the special rights attached to the "A" Shares for the purposes of Article 3.1.

#### TRANSFER AND TRANSMISSION OF SHARES

4. 4.1 For the purposes of this Article:-

"subsidiary" means a wholly-owned subsidiary as defined by Section 736 of the Act

"Group" means a holding company and its Subsidiaries

"control" in relation to a company has the meaning attributed in Section 840 of the Income and Corporation Taxes Act 1988

"The Valuer" means a firm of Chartered Accountants agreed between the proposing transferor and the Directors of the Company or (failing agreement) on the application of the proposing transferor or the Directors a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales.

- 4.2 A member which is a company shall be entitled to transfer any shares registered in its name:

4.2.1 to any other company (in this Article called a "Group Company") which is a holding company of that member or which is another subsidiary of such a holding company or is a subsidiary of that member; Provided that if a Group Company to which shares have been transferred pursuant to this paragraph 4.2 ceases to be a member of the same Group with the company which transferred such shares and does not, prior to its so ceasing, transfer the shares registered in its name to such company or a continuing member of the same Group such Group Company shall be deemed to have given a transfer notice

under paragraph 4.5 of this Article in respect of the shares registered in its name and such a deemed transfer notice shall not be revocable notwithstanding the provisions of paragraph 4.5 of this Article;

4.2.2 to an individual who controls it or its ultimate holding company.

4.3 Any member shall be entitled to transfer any share registered in his name to any person with the prior written consent of, or waiver of pre-emption rights by, all the other members of the Company.

4.4 Save as aforesaid, no shares shall be transferred except in accordance with the following provisions of this Article.

4.5 Except where the transfer is made pursuant to paragraph 4.2, or 4.3 of this Article, the person proposing to transfer any shares (such person being hereinafter called "the proposing transferor" and the shares which he proposes to transfer being hereinafter called the "Offered Shares") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and such notice shall specify the number and class of the Offered Shares and (where he has identified a prospective purchaser for such shares) the name and address of such prospective purchaser and the price offered in cash. The transfer notice shall constitute the Company his agent for the sale of the Offered Shares to any member of the Company at the fair value as hereinafter provided. The transfer notice shall not be revocable except with the sanction of the Directors or except where the proposing transferor, having had notification of the fair value determined by the Valuer as hereinafter provided, shall, within 6 days after receipt of such notification, have given written notice to the Directors that he is dissatisfied with that fair value and wishes to revoke his transfer notice. No transfer notice shall relate to more than one class of share.

4.6 If, not more than 30 days before the date on which the transfer notice was given, the proposing transferor and the other members shall have agreed a price per share as the fair value of the Offered Shares taking into account any proposed offer to purchase all or any of them and any recent transactions in shares of the Company then any such agreed price shall be the fair value. Otherwise as soon as practicable after the giving of the transfer notice the Directors shall request the Valuer to determine and certify the sum per share considered by them to be the fair value of the Offered Shares as at the date of the transfer notice as between a willing vendor and a willing purchaser

contracting at arm's length, having regard to the fair value of the business of the Company as a going concern. The sum per share so determined and certified shall be the fair value. The Valuer shall act hereunder as experts and not as arbitrators and shall take into account inter alia any proposed offer to purchase all or any of the Offered Shares and any recent transactions in shares of the Company and the Valuer's determination shall be final and binding on all concerned. The Company shall procure that intimation of the Valuer's determination shall forthwith be made to the proposing transferor. The costs and expenses of any valuation shall be borne by the Company unless a proposing transferor shall have revoked his transfer notice under paragraph 4.5 of this Article in which event such costs and expenses shall be borne by that proposing transferor.

- 4.7 If the Company shall, within the period of 56 days after being served with the transfer notice (or, if the fair value is determined by the Valuer, within the period of 56 days after such determination has been intimated to the proposing transferor, as the case may be), find (in accordance with the procedure set out in paragraph 4.9 below) a member willing to purchase the Offered Shares or any of them (hereinafter called "the Purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the relevant shares to the Purchaser who shall be bound to complete the purchase within 14 days from the service of the last mentioned notice.
- 4.8 If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the relevant shares, the Company may receive the purchase money on his behalf and may authorise some person (who shall be deemed to be the attorney of the proposing transferor for the purpose) to execute a transfer in favour of the Purchaser who shall thereupon be registered as the holder of the relevant shares. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser and after his name has been entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- 4.9 Subject to the provisions of Article 9.3 the following provisions shall apply to every transfer notice:-
- 4.9.1 forthwith upon receipt by the Directors of a transfer notice if the Directors shall have agreed the fair value as aforesaid (or, if the fair value is determined by the Valuer, on the expiry of 10 days after intimation of such determination to the proposing transferor

(provided that the transfer notice shall not prior thereto have been revoked pursuant to paragraph 4.5 above) as the case may be), they shall, by notice in writing inform every "A" Shareholder and "B" Shareholder (other than the proposing transferor) of the number and class of the Offered Shares and of the fair value thereof and invite each "A" Shareholder and "B" Shareholder to apply in writing to the Directors within 21 days of the date of the notice having been given for such maximum number of the Offered Shares (being all or any thereof) as he shall specify in such application;

4.9.2 if the holders of shares of the same class as the Offered Shares apply for all or some of the Offered Shares the Directors shall allocate them to and amongst the applicants in accordance (as nearly as possible) with their applications but in the case of competition pro rata (as nearly as possible) according to the number of shares of the same class as the Offered Shares held by them and the foregoing procedure shall be repeated until either all applications have been satisfied or the Offered Shares have been fully allocated, provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid;

4.9.3 if the holders of shares of the same class as the Offered Shares do not apply for all the Offered Shares, the Directors shall allocate them or the balance of them not so applied for to and amongst those applicants who are holders of the other class of shares in accordance (as nearly as possible) with their applications but in case of competition pro rata (as nearly as possible) according to the number of shares of the other class from the Offered Shares held by them and the foregoing procedures shall be repeated until either all applications have been satisfied and the Offered Shares have been fully allocated, provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid;

4.9.4 if all of the Offered Shares are allocated as aforesaid, the Directors shall forthwith give notice in writing of such allocations to the proposing transferor and to the applicants;

4.10 If within 56 days after the transfer notice is given (or, if the fair value is determined by the Valuer, within 56 days after such determination has been intimated to the proposing transferor, as the case may be) all the Offered Shares comprised in a transfer notice do not fall to be allocated in accordance with

sub-paragraphs 4.9.2 and 4.9.3 above and the Directors give notice to the proposing transferor accordingly, or if through no fault of the proposing transferor the purchase of any Offered Shares is not duly completed within the period of 14 days specified in paragraph 4.7 of this Article, the proposing transferor may at any time within 90 days after the transfer notice was given (or, if the fair value is determined by the Valuer, within 90 days after such determination has been intimated to the proposing transferor, as the case may be) sell and transfer all the Offered Shares or, as the case may be, any of the Offered Shares the purchase of which has not been completed as aforesaid, to any person at a price not lower than the fair value per share of the Offered Shares.

4.11 If a Member shall die or become bankrupt or make any composition or arrangement with his creditors or (being a company) shall go into liquidation whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation) or if a petition shall be presented or any order made for the appointment of an administrator in relation to a Member or if a receiver, administrative receiver or manager shall be appointed over any part of the assets or undertaking of a Member then that Member or a person becoming entitled to shares in consequence of any of the foresaid shall be bound, to give a transfer notice under Article 4.5 above in respect of all the shares held by such Member or person becoming entitled thereto as aforesaid.

4.12 A transfer notice if not given within 21 days of being lawfully required under paragraph 4.11 above shall be deemed to have been given at the expiry of such period and any such transfer notice or deemed transfer notice shall not be revocable notwithstanding the provisions of Article 4.5.

5. For the purposes of Article 4 the word "transfer" shall extend to and include the renunciation or negotiation of any temporary document of title relative to a share and the entering into of any contract, undertaking or arrangement whereby the holder of a share holds the same upon trust for the benefit of or as nominee for any other person or whereby the beneficial interest in the share passes to any person.
6. A transferor shall be deemed to remain the holder of any share transferred by any instrument of transfer until the name of the transferee is entered in the Register of Members in respect thereof.
7. The Directors shall register any transfer made pursuant to or permitted by Article 4 or Article 9 but no other transfer shall be registered.

## EMPLOYEE SHARES

8. Whenever any Member of the Company who is employed by the Company in any capacity ceases to be employed by the Company, the "B" Directors may at any time not later than 28 days after his ceasing to be employed require by notice in writing to such Member that such Member retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served a transfer notice pursuant to Article 4.5 and to have specified therein the fair value to be certified in accordance with Article 4.6. Notwithstanding any other provisions of these Articles no transfer notice deemed to be served by a member so ceasing to be employed shall be revoked without the sanction of the Directors.

## CALL OPTION

- 9.1 The "A" Shareholders (and if more than one each of them) shall serve a transfer notice in respect of all of the "A" Shares then in issue in accordance with Article 4.5 within five days after service of written notice from all or any of the "B" Shareholders requiring them to do so, provided that no such notice shall be served by any of the "B" Shareholders unless and until the Loan has been repaid in full. In the event that any of the "A" Shareholders does not serve a transfer notice in accordance with the foregoing provisions of this Article then such "A" Shareholder or "A" Shareholders shall be deemed to have served a transfer notice.
- 9.2 Notwithstanding any other provisions of these Articles any transfer notice served or deemed served by the "A" Shareholders after service of written notice by the "B" Shareholders under Article 9.1 shall not be revocable except with the sanction of the Directors.
- 9.3 After service of written notice under Article 9.1 by the "B" Shareholders then in respect of any transfer notice served or deemed to be served by the "A" Shareholders:-
- 9.3.1 None of the "A" Shareholders shall be entitled to apply for "A" Shares and Article 4.9.1 shall be amended accordingly.
- 9.3.2 Article 4.9.2 shall not apply.
- 9.3.3 Article 4.9.3 shall apply and the Directors shall allocate the Offered Shares amongst the "B" Shareholders in accordance with Article 4.9.3.
- 9.3.4 Notwithstanding any other provision of these Articles the "A" Shareholders shall not be required to transfer any of the "A" Shares

unless purchasers at the fair value shall have been found for all of the "A" Shares then in issue.

PUT OPTION

- 10.1 At any time following the earlier of (a) 1st July 1995 and (b) the repayment in full of the Loan, the "A" Shareholders shall be entitled in their entire discretion to require the "B" Shareholders to purchase all (but not some only) of the "A" Shares for the fair value of such shares, by delivering to each of the "B" Shareholders written notice that the option conferred by this Article 10 is exercised ("the put option notice").
- 10.2 The "B" Shareholders shall purchase such "A" Shares in proportions pro rata to the number of "B" Shares held by each of them on the date when the put option notice is delivered, or in such other proportions as may be agreed between them and notified to the "A" Shareholders.
- 10.3 Any "A" Shares to be transferred pursuant to this Article 10 shall be transferred on the date 56 days after delivery of the put option notice, on which date the fair value shall be paid by the relevant "B" Shareholders to the "A" Shareholders by way of banker's draft.
- 10.4 In this Article 10 "the fair value" means the lower of:
- (a) such value per share as shall be agreed between the "A" Shareholders and the relevant "B" Shareholders or in default of agreement the value per share determined and certified by the Valuer (as defined in Article 4.1) to be the fair value of the "A" Shares as at the date of the put option notice as between a willing vendor and a willing purchaser contracting at arm's length, having regard to the fair value of the business as a going concern. The Valuer shall act hereunder as experts and not as arbitrators and its determination shall be final and binding. The costs and expenses of any valuation shall be borne by the Company; and
  - (b) a sum equivalent to the aggregate of £15,000 and a sum representing a compound increase thereon of 35% per annum (less a percentage attributable to distributions in respect of each relevant year's increase) from the date of adoption of these Articles to the date of service of the put option notice.
- 10.5 The provisions of Article 4 (save the definition of the Valuer) shall not apply to a transfer of "A" Shares

pursuant to this Article 10, which shall apply notwithstanding any contrary provisions of these Articles.

#### GENERAL MEETINGS

11. No business shall be transacted at any meeting unless a quorum of members is present at the time the meeting proceeds to business. A quorum shall be three members entitled to vote upon the business to be transacted.
12. 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

- 13.1 The majority of the "A" Shareholders for the time being shall be entitled by notice in writing signed by them and left at the registered office of the Company to appoint one person to be director of the Company, and in like manner to remove from office any director appointed by such holders and to appoint another director in place of any person so removed or otherwise ceasing to be a director after being so appointed PROVIDED THAT no person shall be appointed a Director of the Company by the "A" Shareholders unless that person is first approved in writing by a majority of the "B" Shareholders. Such approval shall not be unreasonably withheld or delayed and shall not be required for the appointment of Mr Bernard Townshend as the first "A" Director.
- 13.2 The "A" Director shall be entitled to payment of £200 (plus VAT) per meeting in respect of all travelling, hotel and other expenses incurred in connection with his attendance at board meetings of directors.
14. Subject to the provisions of these Articles and without prejudice to the powers of the Directors under these Articles to appoint any person to be a Director, the Company may by ordinary resolution elect any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board.

#### PROCEEDINGS OF DIRECTORS

15. A Director, who has complied with the duty of disclosure contained in Regulation 85 of Table A and required by the Act, may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns, relates to or

touches upon 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.

16. The quorum for a meeting of directors shall be three.
17. For the purposes of Article 16 an alternate director shall be deemed to be his appointor.

#### INDEMNITY

18. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, 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 judgement is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for 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.

#### CAPITALISATION

19. On any capitalisation of profits or reserves pursuant to regulation 110 of Table A, any new shares issued credited as fully paid up shall consist of "A" Shares to be allotted to the "A" Shareholders and "B" Shares to be allotted to the "B" Shareholders pro rata to the number of shares of those classes held by them respectively.

Notice of Resolutions pursuant to Reg. 53

2610531

*N. D. F. Rawson*  
.....  
N D F RAWSON

*M. A. West*  
.....  
M A WEST

*M. Walker*  
.....  
M WALKER

*I. R. Wells*  
.....  
I R WELLS

.....  
FOR AND ON BEHALF OF  
KINGSGRANGE LIMITED

Note: This notice must be signed by or on behalf of all members.

# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 2610531

- I hereby certify that

ALPHABOURNE LIMITED

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

PARK ROSE LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 16 MARCH 1993

A handwritten signature in dark ink, appearing to read 'D. G. Jones'.

an authorised officer

Notice of Resolutions pursuant to Reg. 53



Number of Company: 2610531

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

## RESOLUTIONS

OF

ALPHABOURNE LIMITED

(Made the 8<sup>th</sup> March 1993)

PURSUANT to Regulation 53 of Table A of the Companies (Tables A to F) Regulations 1985 incorporated in the Articles of Association of the above Company, the undersigned members thereof, being the members entitled to vote upon the subjoined Resolutions, if proposed at a General Meeting, made the said Resolutions on the date above mentioned.

## RESOLUTIONS

1. Subject to FOR INFORMATION ONLY  
- THIS RESOLUTION PROCESSED SEPARATELY the Registrar of Companies, the name of the Company be changed to Park Rose Limited
2. IT WAS RESOLVED that the objects of the company be varied by deleting the whole of paragraph 3 of its Memorandum of Association and substituting for it a new paragraph 3 as set out in the Memorandum of Association annexed hereto

.....  
D HINDLE

2610531

# THE COMPANIES ACTS 1985 TO 1989

## COMPANY LIMITED BY SHARES

### MEMORANDUM OF ASSOCIATION

- of -

#### ALPHABOURNE LIMITED

- 1 The name of the Company is "Alphabourne Limited".
- 2 The registered office of the Company is situate in England.
- 3 The Objects for which the Company is established are :
  - 3.1 To carry on business as a general commercial company.
  - 3.2 To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
  - 3.3 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
  - 3.4 To apply for, register, 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, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, 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.
  - 3.5 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 mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting 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.

- 3.6 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 3.7 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.8 To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- 3.9 To borrow and raise money in any manner 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, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.10 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.11 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to produce the Company's interests.
- 3.12 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise)

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 any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

- 3.13 To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.
- 3.14 To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any officers, managers, advisors or agents.
- 3.15 To employ advisors to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- 3.16 To promote any other company for the purpose of acquiring the whole or any part of the business or 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.
- 3.17 To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 3.18 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 3.19 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- 3.20 To pay all or any expenses incurred in connection with 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.

- 3.21 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, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and 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 and of their wives, widows, children and other relatives and dependants; to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries, notwithstanding that the exercise of this power is not in the best interests of the Company, in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any subsidiary; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- 3.22 To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- 3.23 To procure the Company to be registered or recognised in any part of the world.
- 3.24 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 3.25 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.

The objects set forth in each sub-clause of this Clause

shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body or persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4 The liability of the Members is limited.

5\* The share capital of the Company is £90,000 divided into 15,000 "A" ordinary shares of £1 each and 75,000 "B" ordinary shares of £1 each

\* The share capital of the Company was increased from £100 to £90,000 on the 1st November 1991 by the creation of 15,000 "A" ordinary shares of £1 each and £74,900 "B" ordinary shares of £1 each

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

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Names, addresses and descriptions of Subscribers	Number of shares taken by each Subscriber
L & A REGISTRARS LIMITED 31 CORSHAM STREET LONDON N1 6DR	ONE
L & A SECRETARIAL LIMITED 31 CORSHAM STREET LONDON N1 6DR	ONE

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Dated : 1st March 1991

Witness to the above Signatures :

L & A SERVICES LIMITED  
31 CORSHAM STREET  
LONDON  
N1 6DR

Notice of Resolutions pursuant to Reg. 53

2610531

*N. D. F. Rawson*  
.....  
N D F RAWSON

*M. A. West*  
.....  
M A WEST

*M. Walker*  
.....  
M WALKER

*I. R. Wells*  
.....  
I R WELLS

.....  
FOR AND ON BEHALF OF  
KINGSGRANGE LIMITED

Note: This notice must be signed by or on behalf of all members.



Notice of new accounting reference date given during the course of an accounting reference period

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

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

1. To the Registrar of Companies (Address overleaf - Note 6)

Company number

2610531

Name of company

\* PARK ROSE LTD

\* insert full name of company

Note Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 to 5 overleaf before completing this form.

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month 3 1 1 2

3. The current accounting reference period of the company is to be treated as [shortened][extended]† and [~~is to be treated as having come to an end~~][will come to an end]† on

Day Month Year 3 1 1 2 1 9 9 4

† delete as appropriate

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][parent]† undertaking of

\_\_\_\_\_, company number \_\_\_\_\_

the accounting reference date of which is \_\_\_\_\_

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on \_\_\_\_\_ and it is still in force.

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

6. Signed M. A. Mark Designation‡ SECRETARY Date 4/08/94

Presenter's name address telephone number and reference (if any): PARK ROSE LTD CARWABY COVERT LANE BRIDLINGTON EAST YORKSHIRE YO15 3GF TEL 0262 - 602823

For official use D.E.B. Post room Barcode A28 \*ASGXL3MP\* 215 COMPANIES HOUSE 08/08/94