



COMPANIES FORM No. 12

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

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

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

For official use

Name of company

* BREAMCO 81 LIMITED

* Insert full
name of CompanyI, Stephen George James Oscroft
of 16 Bedford Street, Covent Garden, London WC2E 9HF† delete as
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with,
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at 29 Bedford Street,
London WC2E 9ED

Declarant to sign below

the 10th day of January
One thousand nine hundred and ninety two
before me B. A. RushmoreA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

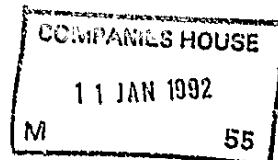
B. A. RUSHMORE

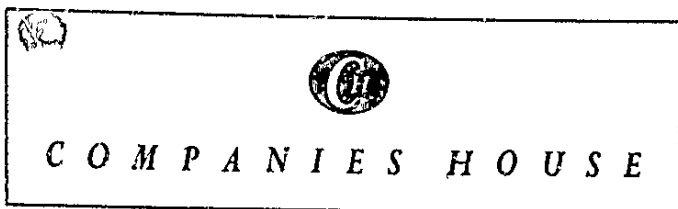
Presentor's name address and
reference (if any):Wedlake Bell,
16 Bedford Street,
Covent Garden,
London WC2E 9HF

Ref: LCB

For official Use
New Companies Section

Post room





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

This form should be completed in black.

Company name (in full)

CN

2678795.

For official use



BREAMCO 81 LIMITED

Registered office of the company on
incorporation.

RO

16 Bedford Street,

Covent Garden,

Post town London

County/Region

Postcode WC2E 9HF

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.

X

Name Wedlake Bell,

RA

16 Bedford Street,

Covent Garden,

Post town London

County/Region

Postcode WC2E 9HF

Number of continuation sheets attached

☐

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

Wedlake Bell, (Ref: LCB)

16 Bedford Street,

Covent Garden,

London

Postcode WC2E 9HF

Telephone 071 379 7266

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**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

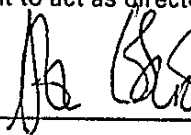
*** Voluntary details**

Page 2

Consent signature

CS		
BREAMS REGISTRARS AND NOMINEES LIMITED		
AD	16 Bedford Street,	
Covent Garden,		
Post town London		
County/Region		
Postcode WC2E 9HF Country		
I consent to act as secretary of the company named on page 1		
Signed		Date 9/1/92

Duly authorised for Breams
Registrars and Nominees Limited

CD		
BREAMS CORPORATE SERVICES LIMITED		
AD	16 Bedford Street,	
Covent Garden,		
Post town London		
County/Region		
Postcode WC2E 9HF Country		
DO	<input type="text"/>	Nationality NA
OC		
OD		
I consent to act as director of the company named on page 1		
Signed		Date 9/1/92

Breams Corporate Services Ltd

No:

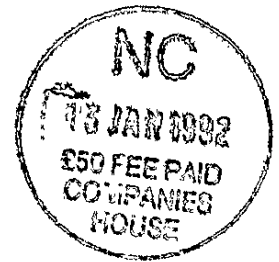
THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

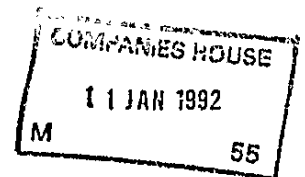
MEMORANDUM OF ASSOCIATION

OF

BREAMCO 81 LIMITED



2678795.



1. The name of the Company is Breamco 81 Limited.
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are:-
 - (1) To carry on all or any of the businesses and undertakings of general manufacturers and suppliers of or dealers in or investors in goods, products, assets (whether tangible or intangible, real or personal) and services of every kind, merchants and traders, financiers, bankers, brokers and agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors, storers and transporters of, and dealers in all goods, products, assets and services as aforesaid; to undertake or otherwise become interested in activities, operations and enterprises of every kind in all fields including (but not limited to) commercial, industrial, technological, professional, administrative, leisure, social, transport, educational, health services, trading, investments, real estate, marine, aero-space, financial, advisory, exploration, agricultural and animal-related.
 - (2) To become and remain a member of a group of companies, whether as a holding company or a subsidiary or both, and where thought fit, to be or become a member of another group, or to cease to be a member of a group at all, or of a particular group; and to be associated with companies not necessarily in a group but associated through one or more common interests, shareholders, creditors, debtors, customers, suppliers, investors, partners or otherwise howsoever; and, in such group or in relation to any such one or more associated companies and for, in the opinion of the Directors, the benefit of the company or any of them, alone or jointly and/or severally with others, to give, lend, borrow, share, receive and/or return (or contingently or

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otherwise, to expect so to do) services, sources, direction and management, investment, capital (whether in shares, loans or otherwise howsoever), assets and liabilities of all kinds, and finance generally, including at any particular time and from time to time the giving or the accepting of, or of (in either such case) the benefit or burden of, loans, guarantees, personal covenants, indemnities, counter-indemnities, contributions, security, payments, obligations, in every such case of whatever extent and nature, and whether or not for any consideration or benefit, immediate, postponed, apparent, contingent or otherwise howsoever or for no consideration.

(3) To carry on any other trade or business whatever which can in the opinion of the Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(4) To purchase, take on lease, or in exchange, or otherwise acquire, hold, occupy, use, exploit, let out, manage, and develop and deal in any land, buildings, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and any heritable or movable or real or personal property of any kind for any estate or interest therein in any part of the world.

(5) 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.

(6) 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.

(7) 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.

(8) To invest and deal with any of the moneys of the Company not immediately required for its operations in such manner with or without security as may from time to time be determined by the Company and to hold or otherwise deal with any investments made.

(9) To borrow and accept on loan or deposit and raise money in any manner including, but not limited to, the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and if the Company thinks fit, charged upon all or any of the property of the Company (both present and future) and undertaking, including its uncalled capital for the time being, and further if thought fit, convertible into any stock or shares of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance.

(10) To enter into carry on and participate in financial transactions and operations of all kinds and to take any steps which may be considered expedient for carrying into effect such transactions and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.

(11) To invest in, control, manage, finance (whether by loans, guarantees, the provision of security, share capital or otherwise howsoever), subsidise, subvent, co-ordinate or otherwise assist any company in which the Company has (or which in the opinion of the Directors, may, contingently or otherwise, have) a direct or indirect financial interest, or with which it has or may have a common interest, or which has such an interest in the Company whether an Associated Company (as defined in this Clause) or not, and whether or not as creditor, debtor, customer, supplier, shareholder, investor, partner or otherwise howsoever, and to provide on such terms as may be thought fit, secretarial, administrative, technical, financial, commercial and other services, facilities and arrangements of all kinds for any such company whatever and wherever may be their objects, business, undertaking, activities or purpose.

(12) To lend and advance money or give credit, accommodation or facilities (whether in money or in goods or property or otherwise howsoever) on any terms, and, with or without consideration, and with or without security, to any person, firm or company including, but not limited to, an "Associated Company" (by which in this Clause is meant any company which is for the time being a holding company or a subsidiary (both as defined by section 736 of the Act) of the Company or of the ultimate holding company of the Company or is controlled by the same person or persons as (directly or

indirectly) control the Company or is otherwise associated with the Company in its business).

(13) To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital (for the time being) of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations, of whatever nature and extent, of and the payment of any monies whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities), by any person, firm or company whatsoever including but not limited to any Associated Company.

(14) To pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay and contract or promise to pay all or any of the preliminary expenses of promotion formation or incorporation of the Company and of any company formed or promoted by the Company 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 or of any company formed or promoted by the Company

(15) 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; to accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.

(16) 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.

(17) 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 constitution of the Company, or for any other purpose which may seem calculated directly or indirectly to promote the interests of the Company.

(18) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the objects of the Company 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.

(19) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(20) 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.

(21) To support and subscribe to any charitable, political 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 to and generally to provide advantages, facilities and services for, any persons who are or who have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any Associated Company or the predecessors in business of the Company or of any Associated 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; 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 Associated 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.

(22) Subject to and in accordance with the provisions of sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act.

(23) To distribute among the Members of the Company (whether as dividend or otherwise howsoever) in kind any property of the Company of whatever nature.

(24) To procure the Company to be registered or recognised in any part of the world; to do all or any of the things or matters aforesaid in any part of the world; and to act as principals, agents, trustees, brokers, advisers, contractors or otherwise for any person, firm or company; and to act by or through attorneys, agents, brokers, sub-contractors or otherwise; and either alone or in conjunction with others.


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


AND so that:-

- (a) none of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to pursue each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.
 - (b) none of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.
 - (c) in this Clause, the word "Company" except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled resident or incorporated in the United Kingdom or elsewhere.
 - (d) in this Clause, the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory replacement modification or re-enactment for the time being in force and words and phrases accorded any meaning in the Act shall, unless the context otherwise requires, have herein the same meaning as therein.
4. The liability of the Members is limited.
5. The share capital of the Company is £1,000 divided into 1,000 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.

NAMES AND ADDRESSES OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
------------------------------------	--

 BREAMS CORPORATE SERVICES LIMITED 16 Bedford Street Covent Garden London WC2E 9HF	One
---	-----

 BREAMS REGISTRARS AND NOMINEES LIMITED 16 Bedford Street Covent Garden London WC2E 9HF	One
---	-----

Total shares taken	Two
--------------------	-----

DATED 9 January 1992

Witness to the above signatures:-

Lorna Brazell

16 Bedford Street
 Covent Garden
 London WC2E 9HF

L. BRAZELL
Legal clerk.

No:

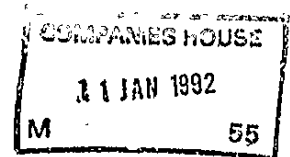
THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BREAMCO 81 LIMITED



PRELIMINARY

1. The Company shall be private company within the meaning of the Companies Act 1985 ("the Act"), (which expression includes any statutory modification or re-enactment thereof for the time being in force) and the Regulations contained or incorporated in Table A in Statutory Instrument 805 of 1985, as altered by any enactment or statutory instrument coming into operation prior to these Articles becoming binding on the Company or, if these Articles are the Articles applying on incorporation, prior to incorporation ("Table A") shall apply to the Company save insofar as they are excluded or varied by or inconsistent with these Articles of Association.

SHARE CAPITAL

2. The share capital of the Company is £1000 divided into 1000 Ordinary Shares of £1 each.

3.(1) Subject to the provisions of the Act and subject as below, the following unissued shares of the Company namely: shares forming part of the original capital before control of the Company changes or changed as described in Article 3(3), and shares which, pursuant to Article 3(3), members are not willing to take up, or fractions not capable of being offered under Article 3(3) and any shares released from the provisions of Article 3(3) by special resolution, shall be under the control of the Directors who may allot and dispose of or grant options over them to such persons at such times and generally on such terms as the Directors think fit, save that shares shall not be issued for a consideration other than wholly cash without the prior sanction of a special resolution or an agreement in writing taking effect as such.

(2) The Directors are by this Article generally and unconditionally (save as below) authorised for the purposes

of Section 80 of the Act to exercise all powers of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act). The maximum amount of relevant securities that may be the subject of allotment under such authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the date of adoption of these Articles or, if these Articles are the Articles applying on incorporation, exceeded the nominal amount of the shares taken by the subscribers to the Memorandum of Association. Unless varied, revoked or renewed in accordance with Section 80 of the Act, such authority shall expire on the date five years from the date on which the resolution adopting these Articles is passed or, if these Articles are the Articles applying on incorporation, from the date of incorporation, save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement accordingly. Sections 89 to 94 (inclusive) shall accordingly be modified in their application to the Company.

(3) All shares which the Directors proposed to issue after the initial issue of shares upon or shortly after the control of the Company passes or passed from the original Directors in order to commence business, shall first be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by special resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered and the subscription price, and limiting a period (not being less than fourteen days) within which the offer, if not in writing accepted or actually declined, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them in writing; such further offer shall be made in like terms in the same manner and limited by such a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid shall be re-offered as aforesaid until such time as no member wishes to take further shares. Shares not accepted as aforesaid shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The foregoing provisions of this Article shall (save where they modify the same) have effect subject to Section 80 of the Act.

(4) In deciding what number of shares to issue (and how and if at all to issue whole shares made up from what would otherwise be fractions of shares which cannot be issued pro rata under Article 3(3)) and if and to whom to issue other shares pursuant to Article 3(1), the Directors shall so exercise their powers as, as far as possible, to maintain the same balance of voting power and shareholding as exists at the date these Articles become the Articles of the Company,

but no person dealing with the Company shall be concerned to see or enquire as to whether the provisions of this Article have been complied with unless he has express notice to the contrary.

REDEEMABLE SHARES

4. Subject to the provisions of Section 80 and Sections 159 to 161 (inclusive) of the Act, any shares may with the sanction of an ordinary resolution be issued on the terms that they are or are liable to be redeemed at the option of the Company or the member holding any such shares, on such terms and in such manner as the Company before the issue of the shares may by ordinary resolution determine.

LIEN

5. The lien conferred by Regulation 8 of Table A shall extend to fully paid shares, and shall be for all moneys and other liabilities for the time being payable or due to the Company (whether or not due in respect of shares) by the holder thereof (or his estate) whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

TRANSFER OF SHARES

6.(1) Save as otherwise hereinafter provided a member ("a Retiring Member") shall not be entitled to sell, transfer, renounce or otherwise dispose of any shares in the Company or any interest in any such shares (whether under letter of allotment or otherwise howsoever), whether by way of sale or otherwise, without first causing the same to be offered to the other members of the Company at a Fair Value (ascertained in the manner set out below ("the Fair Value")) in accordance with the provisions of this Article.

(2) In order to ascertain whether any other members of the Company are willing to purchase the shares at the Fair Value, the Retiring Member shall give a notice in writing ("a Sale Notice") to the Company that he desires to sell the same. Every Sale Notice shall specify the denoting numbers (if any) of the shares which the Retiring Member desires to sell, and shall constitute the Company the agent of the Retiring Member for the sale of such shares to other members of the Company at the Fair Value. A Sale Notice shall not (save as below) be withdrawn except with the approval of the Directors by resolution.

(3) The Directors shall, with a view to finding a member or members willing to purchase the shares ("Purchasing Members"), offer the shares comprised in a Sale Notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company of the same class or classes respectively of the shares comprised in the Sale Notice, and shall limit a time within which such offer, if not in writing accepted or actually declined, will be deemed to be declined; and the Directors shall make such arrangements, designed to maintain

as far as possible the balance of shareholding and voting power of those of the members of the Company who may still wish to purchase any of the shares comprised in the Sale Notice, as they shall think just and reasonable as regards the finding of Purchasing Members for any shares not accepted by members to whom they shall in the first instance have been so offered as aforesaid.

(4) If the Company shall within 28 days after the service of a Sale Notice find one or more Purchasing Members in respect of all the shares comprised therein it shall give notice thereof to the Retiring Member and the Retiring Member shall be bound (save as provided below) upon payment of the Fair Value to transfer the shares to such one or more Purchasing Members, who shall be bound to complete the purchase within 28 days from the service of such last-mentioned notice or notice of the ascertainment of the Fair Value if later.

(5) The Fair Value may be settled by negotiation between the vendor and the purchaser or purchasers but in default of agreement within such period as the Directors consider reasonable with all or any of the purchasers the Fair Value in respect of any transaction where the Fair Value has not been agreed shall be the Fair Value as fixed by the Auditors for the time being of the Company and the sum so fixed shall, for the purpose of this Article, be the Fair Value of those shares comprised in such Sale Notice save where the Fair Value has been agreed. The fixing of the Fair Value shall be referred to the Auditors by the Directors after the expiry of such a reasonable time without any such agreement having been reached in respect of all the shares comprised in the Sale Notice. In valuing the shares to be valued, the Company's issued share capital as a whole shall first be valued and the same allocated amongst the classes of shares in issue. Each share in each class shall be deemed to be of equal value, shall be deemed freely transferable and registerable disregarding this Article, whether the shares being valued are a minority or majority of the issued shares and whatever the personal circumstances or other holdings of the vendor, the purchaser or any other person and whatever may be the effect in relation to the control of the Company of a transfer of all or any of the shares comprised in a Sale Notice whether to one or more persons.

(6) The fees of the Auditors shall be paid by the parties who could not agree within the time limit stated above the Fair Value by negotiation as to half by the vendor and half by the purchasers pro rata the number of shares in which each is interested as vendor or purchaser (but subject to sub-clause (7) below).

(7) If a vendor is not willing to accept the Fair Value so fixed by the Auditors he may by notice to the Company within 14 days of receiving notice of the Fair Value so fixed withdraw his Sale Notice either so far as concerns all the shares comprised therein or so far as concerns the shares in respect of which the Auditors so fixed the Fair Value provided such notice contains an undertaking to pay on demand

the fees, disbursements and Value Added Tax of the Auditors relating to such fixing which undertaking the Retiring Member shall satisfy on demand.

(8) The Retiring Member shall not be compelled in any circumstances without his consent to sell or transfer part of the shares comprised in a Sale Notice unless at the same time there is completed the sale or transfer of the whole of the shares comprised in such Sale Notice. Likewise in the event of more than one holder of shares, of the same class or not, giving a Sale Notice in respect of the whole or part of his holding of any shares in the Company substantially at the same time ("Connected Sale Notices"), none of them may be compelled in any circumstances without his consent, notwithstanding the foregoing, to sell or transfer his shares unless at the same time there is completed the sale or transfer of the whole of the shares comprised in the Connected Sale Notices of all the holders so giving a Sale Notice as aforesaid.

(9) In the event of the Retiring Member failing to carry out the sale of any shares which he shall have become bound irrevocably and unconditionally to transfer as aforesaid, the Directors may authorise some person to execute a transfer of the shares to the Purchasing Member or Members and may give a good receipt for the purchase price of such shares, and may register the Purchasing Member or Members as holders thereof and issue certificates for the same, and thereupon the Purchasing Member or Members shall become indefeasibly entitled thereto. The Retiring Member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

(10) If the Directors shall not, within 28 days after service of a Sale Notice, find a Purchasing Member or Members for all of the shares comprised therein and (if the Retiring Member so requires) comprised in Connected Sale Notices (but in the time limits applicable thereto), or if, through no default of the Retiring Member, the purchase of any shares comprised in the Sale Notice and Connected Sale Notice shall not be completed within 7 days after the last date for completion provided for by sub-clause (4) hereof, the Retiring Member shall, at any time, within six months after the expiry of the said 7 days be at liberty, subject to this Article, to transfer to any person as he may wish ("a Non-Member Transferee") (and, in the case of a sale, at any price) the shares in respect of which the Sale Notice was given (or the balance of them) or in respect of which the sale was not completed as aforesaid, but subject always to the provisions of sub-clause (13) of this Article (if and where it applies).

(11) The provisions of this Article shall apply mutatis mutandis to any person becoming entitled to a share in consequence of the death or bankruptcy of a member and who

wishes either to transfer such share or himself be registered in respect thereof.

(12) Notwithstanding anything hereinbefore contained in this Article, a share may be transferred to the spouse or lineal descendant or brother or sister of a member or deceased or bankrupt member without first being offered to the other members of the Company in accordance with the provisions of this Article, provided that a member shall not be entitled to make such a transfer if (a) the Company has a lien on the share or shares to be transferred, or (b) the transfer would be to an infant, a bankrupt, a person against whom a receiving order has been made, or to a person of unsound mind.

(13) The Directors shall be entitled in their absolute discretion and without assigning any reason therefor, to decline to register any transfer of any share, whether or not it is a fully paid share, unless the transfer is made to a Purchasing Member or to a Non-Member Transferee in accordance with sub-clause (10) of this Article or in accordance with sub-clause (12) of this Article, in which cases the Directors shall register the transfer.

(14) Regulation 24 of Table A shall not apply.

(15) This Article shall apply to the transfer or renunciation (in each case whether by way of sale or otherwise) of Renounceable Letters of Allotment or rights thereunder and rights to shares in like manner as it applies to transfers or intended transfers of shares.

PROCEEDINGS AT GENERAL MEETINGS

7. No business shall be transacted at any meeting of members unless a quorum is present at the time when the meeting proceeds to business. Two persons entitled to vote, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. Regulation 40 of Table A shall not apply.

8. A poll may be demanded by any member present in person or by proxy and having the right to vote at the meeting and Regulation 46 of Table A shall be modified accordingly.

VOTES OF MEMBERS

9. Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to a vote) and every person present as a proxy for a member or members (not being himself a member entitled to a vote) shall have one vote and on a poll every member shall have one vote for every share of which he is the holder. Regulation 54 of Table A shall not apply.

NUMBER OF DIRECTORS

10. Unless otherwise determined by ordinary resolution, the number of Directors (other than Alternate Directors) shall not be subject to any maximum but shall be not less than one. Regulation 64 of Table A shall not apply.

APPOINTMENT AND RETIREMENT OF DIRECTORS

11. The Directors and the Company in general meeting, shall each have power at any time and from time to time to appoint any person who is willing to act as a Director to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed any maximum number fixed in accordance with the Articles. Regulations 73 to 80 (inclusive) of Table A (relating, inter alia, to retirement by rotation) shall not apply.

12. Without prejudice to any other provisions of or incorporated in the Articles governing the appointment and removal of Directors, any member or members together holding such of the issued share capital for the time being of the Company as carries or would carry not less than 50% of the votes usually exercisable at general meetings of the Company may at any time and from time to time by memorandum in writing signed by or on behalf of him or them and delivered to the registered office of the Company or tendered at a meeting of the Directors or at any general meeting of the Company appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors or remove any Director from office howsoever appointed (but such removal shall be without prejudice to any claim such Director may have for breach of contract against such member or members so removing him or the Company).

DISQUALIFICATION AND REMOVAL OF DIRECTORS

13. No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of 70 years or any other age.

14. The office of a Director shall be vacated if:-

- (a) he becomes bankrupt or insolvent or makes any arrangement or compounds with his creditors generally;
- (b) he becomes of unsound mind or a patient for any purpose of any statute relating to mental health or becomes incapable by mental disorder, illness or injury of managing or administering his affairs, and in any such case the Directors resolve that his office be vacated;
- (c) he is prohibited by law from being a Director or ceases to be a Director by virtue of any statutory provision or is removed from office pursuant to the Articles;

- (d) (not being employed under a contract which precludes resignation) he resigns his office by notice in writing to the Company or tendered at a meeting of the Directors (in which case he shall cease to be a Director on the date stated in such notice);
- (e) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated.

Regulation 81 of Table A shall not apply.

15. Without prejudice to the provisions of the Act, the Company may at any time by extraordinary resolution remove a Director before the expiration of his period of office (but such removal shall be without prejudice to any claim such Director may have for breach of any contract between him and the Company) and may by ordinary resolution appoint another person to be a Director in his place.

PROCEEDINGS OF DIRECTORS

16. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless and until so fixed, shall, except when one Director only is in office, be two. A person who holds office only as an Alternate Director shall, if he but not his appointor is present, be counted in the quorum. Whenever the minimum number of Directors to form a quorum is one and one Director only is in office he shall have and may exercise all the powers and authorities in and over the affairs of the Company as by the regulations of the Company, the Act or the general law are conferred on the Directors. No person dealing with the Company shall be concerned to see or enquire as to the quorum at any time in force. Regulation 89 of Table A shall not apply.

17. Subject where applicable to disclosure in accordance with Section 317 of the Act, a Director shall be entitled to vote on any resolution in respect of any transaction or arrangement in which he is interested or has a duty and if he shall do so his vote shall be counted, and he shall be taken into account in ascertaining whether a quorum is present. Regulations 94 and 96 of Table A shall be modified and extended accordingly.

POWERS OF DIRECTORS

18. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and (subject to the provisions of the Act) to issue debentures, debenture stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

NOTICES

19. Any notice or other document (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post in a first class or a second class pre-paid letter addressed to such member at his registered address as appearing in the register of members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with the Articles shall be deemed duly served or delivered notwithstanding that the member is then dead or bankrupt or otherwise under any disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post shall be deemed to have been duly served or delivered in the case of first class post on the first day (and in the case of second class post on the second day) following the day on which the same was put in the post and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Regulations 112 (other than the final sentence which shall apply), 115 and 116 of Table A shall not apply.

20. Any member (or other person) upon whom service could have validly been made by the Company in respect of any holding or otherwise may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.

21. No persons entitled to a share in consequence of the death or bankruptcy of a member shall be entitled to receive notices of meetings of the Company unless and until they become members of the Company. Regulation 38 of Table A shall be modified accordingly.

INDEMNITY

22. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 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. Regulation 118 of Table A shall be extended and overridden accordingly.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ABaker for

BREAMS CORPORATE SERVICES LIMITED
16 Bedford Street
Covent Garden
London WC2E 9HF

ALG for

BREAMS REGISTRARS AND NOMINEES LIMITED
16 Bedford Street
Covent Garden
London WC2E 9HF

DATED 9 January 1992

Witness to the above signatures:-

Lorna Brayell

*L. BRAZELL
Legal clerk*

16 Bedford Street
Covent Garden
London WC2E 9HF

FILE COPY



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

No. 2678795

I hereby certify that

BREAMCO 81 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 17 JANUARY 1992

A handwritten signature in black ink, appearing to read 'L. Parry'.

MRS. L. PARRY

an authorised officer