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THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

WYEBRIDGE LIMITED

A30 *AHP609VE* 593
COMPANIES HOUSE 24/09/98

1. The name of the Company is DARTBRIDGE LIMITED.[1]

2. The Registered Office of the Company will be in England.

3. The object of the Company is to carry on business as a general commercial company.

4. Without prejudice to the provisions of section 3A of the Companies Act 1985 the Company shall have the following powers:

   (A) To acquire and undertake the whole or any part of the goodwill, assets or liabilities of any person, company or firm carrying on any business which this company is authorised to carry on, or to purchase or acquire any interest in or rent or hire any other real or personal property whatsoever which may be necessary or convenient for the purposes of the company.

   (B) To purchase, sell, exchange, improve, mortgage, charge, rent, take on lease or in exchange, hire, surrender, licence, accept surrenders of and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop or otherwise deal with any building or buildings and adapt the same for the purposes of the company.

   (C) To grant any leases, privileges, concessions or rights whatsoever in or in respect of any of the property of the company.

   (D) To invest and deal with the monies of the company not immediately required for the purposes of the company in or upon such securities and subject to such conditions as may seem expedient.

   (E) To promote any other company, and to underwrite the shares or debentures of that company.

[1] The name of the Company was changed to Wyebridge Limited on 30 September 1996.

(F) To amalgamate with or enter into any partnership, joint venture, union or profit sharing or other business arrangement with any other company, firm, association or person.

(G) To execute, accept, endorse, issue, buy and discount promissory notes, bills of exchange, bills of lading and any other negotiable and transferable instruments.

(H) To borrow, raise and secure the payment of money in such manner as the company shall think fit; in particular to borrow money by the issue of debentures or debenture stock, perpetual or otherwise and at par or at a premium, or a discount, and to secure any money borrowed or any other liabilities or obligations of the company by mortgage or charge of all or part of the company's property or assets, including future property and uncalled capital.

(I) To invest the funds of the company in shares or debentures or such other investments or securities as the company may determine, to make loans or advances or give credit to any person, company or firm on such terms as may seem expedient, and to guarantee or give security for any liability or obligation of any person, company or firm.

(J) To sell all or any part of the undertaking, goodwill and assets of the company for such price and upon such terms as may be thought fit.

(K) To establish any scheme, whether by the issue of shares or otherwise, whereby employees may share in the profits or take part in the management of the company.

(L) To pay the expenses of or incidental to the promotion and incorporation of the company.

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

(N) 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 any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the discharge and performance respectively of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to).

(1) the discharge and performance respectively of any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the

Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company (the terms 'holding company' and 'subsidiary' having the meanings given to them by Section 736 of the Companies Act 1985) or otherwise associated with the Company in business; and

(2) the discharge and performance respectively of any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law; and

(3) the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities.

(O) To the extent that the same is permitted by law to give financial assistance for the purpose of the acquisition of shares in the Company or in the Company's holding company (as those terms are defined by Section 736 of the Companies Act 1985) for the time being and for the purpose of reducing or discharging a liability incurred for the purpose of such an acquisition and to give such assistance by means of a gift, loan or guarantee, indemnity, the provision of security or otherwise howsoever permitted by law.

It is hereby expressly declared that each sub-clause of the foregoing clause shall be deemed to be an independent object of the company and shall be construed independently of anything contained in any other sub-clause.

5. The liability of the members is limited.

6. The share capital of the company is £100 divided into 100 ordinary shares of £1 each.

I the subscriber to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum; and agree to take the number of shares shown opposite my name.

Name and address of subscriber	**Number of shares taken**
Richard Wright 77a Monmouth Road London N9	One

Dated this 14 August 1996

Witness to the above signature

John Carter
7 Kemp House
160 City Road
London EC1