

FILE COPY



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

Company No. 3503405

The Registrar of Companies for England and Wales hereby certifies that
OSS NO.1 LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 3rd February 1998



N035034057

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

MRS. L. PARRY

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007B

Please complete in typescript,
or in bold block capitals.

Company Name in full



F0120J10

Declaration on application for registration

OSS NO. 1 LIMITED

NICHOLAS HENRY FOLLIOTT OPENSHAW

of Northdown House, Northdown Road, Bideford, North Devon

† Please 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 of the Companies Act 1985]~~† and that all the requirements of the Companies Act 1985 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 Statutory Declarations Act 1835.

Declarant's signature

Declared at
the

Grenville House Bideford Devon

26th day of

January

One thousand nine hundred and ninety

Eight

† Please print name.

before me †

JEREMY MORTON WRIGHT

Signed

Date

26/1/98

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

OPENSHAW SOLICITORS, GROUND FLOOR, TOWER HOUSE,			
26 THE STRAND, BIDEFORD, DEVON, EX39 2ND			
		Tel	01237 478900
DX number	53607	DX exchange	BIDEFORD



A05 *A1M9637M* 281
COMPANIES HOUSE 27/01/98

Form revised March 1995

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UX DX 33050 Cardiff
for companies registered in England and Wales
or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh

First directors and secretary and intended situation of registered office

*Please complete in typescript,
or in bold black capitals.*

Notes on completion appear on final page

Company Name in full

OSS NO. 1 LIMITED



F0100J10

Proposed Registered Office

(PO Box numbers only, are not acceptable)

GROUND FLOOR, TOWER HOUSE, 26 THE STRAND,

Post town

BIDEFORD

County / Region

DEVON

Postcode

EX39 2ND

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

X

Agent's Name

OPENSHAWS SOLICITORS

Address

GROUND FLOOR, TOWER HOUSE, 26 THE STRAND,

Post town

BIDEFORD

County / Region

DEVON

Postcode

EX39 2ND

Number of continuation sheets attached

Please give the name, address,
telephone number, and if available,
a DX number and Exchange of the
person Companies House should
contact if there is any query.

OPENSHAWS SOLICITORS, GROUND FLOOR, TOWER HOUSE,
26 THE STRAND, BIDEFORD, DEVON, EX39 2ND

Tel 01237 478900

DX number

53607

DX exchange

BIDEFORD



A05 *A1M9337J* 278
COMPANIES HOUSE 27/01/98

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or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name			
NAME	*Style / Title	*Honours etc	
* Voluntary details	Forename(s)		
	Surname	OSS SECRETARIES LIMITED	
	Previous forename(s)		
	Previous surname(s)		
Address	GROUND FLOOR, TOWER HOUSE, 26 THE STRAND,		
Usual residential address			
For a corporation, give the registered or principal office address.	Post town	BIDEFORD	
	County / Region	DEVON	Postcode EX39 2ND
	Country	ENGLAND	
I consent to act as secretary of the company named on page 1			
Consent signature	OSS Secretaries Ltd		Date 26. 1. 98

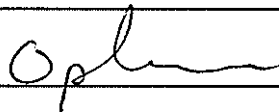
Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	*Honours etc	
	Forename(s)		
	Surname	OSS DIRECTORS LIMITED	
	Previous forename(s)		
	Previous surname(s)		
Address	GROUND FLOOR, TOWER HOUSE, 26 THE STRAND,		
Usual residential address			
For a corporation, give the registered or principal office address.	Post town	BIDEFORD	
	County / Region	DEVON	Postcode EX39 2ND
	Country	ENGLAND	
Date of birth	Day	Month	Year
Nationality			
Business occupation			
Other directorships			
I consent to act as director of the company named on page 1			
Consent signature	OSS Directors Ltd		Date 26. 1. 98

Directors (continued) (see notes 1-5)

NAME	*Style / Title	<input type="text"/>	*Honours etc	<input type="text"/>
* Voluntary details		Forename(s) <input type="text"/>		
		Surname <input type="text"/>		
		Previous forename(s) <input type="text"/>		
		Previous surname(s) <input type="text"/>		
Address		<input type="text"/>		
Usual residential address		<input type="text"/>		
For a corporation, give the registered or principal office address.		<input type="text"/>		
		Post town <input type="text"/>		
		County / Region <input type="text"/>	Postcode	<input type="text"/>
		Country <input type="text"/>		
		Day	Month	Year
Date of birth		<input type="text"/>	<input type="text"/>	<input type="text"/>
		Nationality		<input type="text"/>
Business occupation		<input type="text"/>		
Other directorships		<input type="text"/>		
		<input type="text"/>		
I consent to act as director of the company named on page 1				
Consent signature		<input type="text"/>	Date	<input type="text"/>

This section must be signed by***Either*****an agent on behalf
of all subscribers****Signed****Date**

26.1.98

Or the subscribers**Signed****Date*****(i.e. those who signed
as members on the
memorandum of
association).*****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:-

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.
The date of birth must be given for every individual director.

4. Other directorships:

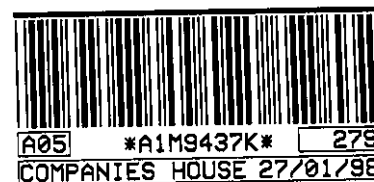
- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or **at all times during the past 5 years**, when the person was a director, **was**:
 - dormant,
 - a parent company which wholly owned the company making the return,
 - a wholly owned subsidiary of the company making the return, or
 - another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.



THE COMPANIES ACTS 1985 TO 1989



PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

0434280

-of-

OSS NO. 1 LIMITED

1. The Company's name is "OSS NO. 1 LIMITED".
2. The Company's registered office is to be situated in England.
- 3.(i) The object of the Company is to carry on business as a general commercial company;
- (ii) Without prejudice to the generality of the object and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:-
 - (a) To further and to promote all or any of the objects and interests of any associated company and, for the purposes of this paragraph, "associated company" means any body corporate which is or is about to become or shall have been a holding company or a subsidiary of the Company or a subsidiary of any such holding company.
 - (b) To carry on in any part of the world any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated directly or

indirectly to enhance the value of or render more profitable any of the Company's property or rights.

(c) To make, learn, examine, discover, purchase or otherwise acquire and to use and turn to account inventions, discoveries, formulae, information, secret and other processes and operations of all kinds, and to apply for, obtain, register, purchase or otherwise acquire, prolong, renew, hold, exercise, use, exploit, turn to account, deal with, grant licences or privileges in respect of, and sell or otherwise dispose of for such consideration as may be thought fit in all or any parts or part of the world letters patent, patent rights, brevets d'invention, monopolies, trademarks, trade-names, designs, copyrights, statutory and other protections by whatever name called, concessions, licences, exclusive or other rights and privileges or any interest therein relating to or in connection with all or any of the businesses or objects of the Company or which may appear likely to be useful or advantageous to the Company or to any company which is for the time being the Company's holding company or any subsidiary or subsidiaries for the time being of the Company or to any of its or their customers and to do all such things either alone or jointly with any person or company.

(d) To erect, build, construct, lay down, enlarge, improve, alter, maintain, develop, work, manage, superintend, control, pull down, remove, replace, refit and renew any shops, stores, factories, warehouses, buildings, works, plant and machinery which are or may be necessary or convenient for any of the Company's businesses or any branch or department thereof; and to contribute to, subsidise, or otherwise assist or take part in any such operations.

(e) To purchase, take on lease or in exchange, rent, hire or by any other lawful means acquire and to hold for any estate or interest any lands, buildings, hereditaments and real or personal property of any kind; and to take or by any lawful means to acquire any easements, rights, privileges, concessions, options and licences of any kind which are or may be necessary or convenient for any of the Company's businesses or any branch or department thereof.

(f) To receive money (at interest or otherwise) on deposit and to receive valuables and goods and material of all kinds on deposit or loan or for safe custody.

(g) To borrow or raise and to secure the payment of money for the purpose of or in connection with the Company's business in such manner as may be thought fit, and in particular by mortgage or charge or by the issue of debentures, debenture

stock (either perpetual or redeemable), notes, bonds or other securities or obligations such issue to be 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 and either charged upon the Company's undertaking or all or any of the Company's property and assets (both present and future, including its uncalled capital) or not so charged, and to purchase, redeem or pay off, and collaterally or further to secure or to constitute by a trust deed or other assurance any such securities or obligations of the Company.

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

(i) To lend money (with or without security) and to guarantee the debts, contracts, engagements, obligations and liabilities of and to subsidise or otherwise financially assist any person or company and, without prejudice to the generality of the foregoing, to guarantee or otherwise secure (either with or without the Company receiving any consideration and either with or without a mortgage or charge on all or any part of the undertaking, property and assets, present and future, including the uncalled capital, of the Company) the performance of the obligations and the payment of the capital or principal of and the dividends or interest on any stock, shares, debentures, debenture stock, notes, bonds or other securities and the payment of debts and other obligations of any subsidiary or subsidiaries for the time being of the Company or of any company which is for the time being the Company's holding company or a subsidiary of such holding company.

(j) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person or company or with any employees of the Company (including in such case, if thought fit, the conferring of a participation in the management or its directorate) and to give any person or company special rights or privileges in connection with or control over the Company and in particular the right to nominate one or more Directors of the Company; and to take or by any means acquire and to hold, sell or otherwise dispose of for such consideration as may be thought fit shares, stock,

debentures, debenture stock, notes, bonds or other securities or obligations of and to subsidise or otherwise financially assist any such person or company.

(k) To purchase or otherwise acquire, and to carry on all or any part of the undertaking, business, property and assets and to undertake all or any of the contracts, engagements, obligations, liabilities and transactions of any person or company.

(l) To pay for any property or rights acquired by the Company and for any services rendered or to be rendered to the Company either in cash (by lump sum, instalments or otherwise) or by fully or partly paid-up shares (with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise) or by debentures, debenture stock, notes, bonds or other securities or obligations which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as may be determined.

(m) To improve, manage, develop and turn to account and to sell, exchange, let (for rent, royalty, share of profits or otherwise) and to grant licences, easements or other rights in or over or in any other manner deal with or dispose of all or any of the property and assets for the time being of the Company for such consideration as may be thought fit.

(n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash (by lump sum, instalments or otherwise) or by fully or partly paid-up shares or stock of any company (with rights in respect of dividend or repayment of capital or otherwise) or in debentures, debenture stock, notes, bonds or other securities or obligations or partly in one mode and partly in another, and generally on such terms as may be determined; and to hold, sell, or otherwise dispose of any of the shares, stocks, debentures, debenture stock, notes, bonds or other securities or obligations so acquired.

(o) To draw, make, accept, endorse, negotiate, discount or execute promissory notes, bills of exchange and other negotiable or transferable instruments.

(p) To invest and deal with the moneys of the Company not immediately required for the purposes of any of its business in or upon such investments or securities and in such manner as may from time to time seem expedient.

(q) To establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension, life assurance, retirement benefits or disability schemes, funds, policies or trusts for the benefit of, and to pay or provide, or agree to pay or provide, donations, gratuities, pensions, annuities, allowances, retirement benefits, or other like benefits or benevolent or charitable aid to any persons who are or were at any time in the employment or service of or Directors or Officers of the Company, or of any company which is a subsidiary of the Company or is its holding company or is a subsidiary of its holding company or is allied to or is associated with the Company or any other such company as aforesaid and the widows, widowers, relations and dependants of such persons, and to make, or agree to make, contributions to any such scheme, fund or trust and to pay, or agree to pay, premiums or other payment for or towards life, endowment or other assurances for any such persons as aforesaid; and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds considered to be for the benefit of or to advance the interests and well-being of the Company or any such other company, or person as aforesaid; and to subscribe or guarantee money for any charitable or benevolent objects or for any public, general or useful object and to do any of the matters aforesaid either alone or in conjunction with any other company which is a subsidiary of the Company or is its holding company or a subsidiary thereof or is allied to or associated with the Company.

(r) To enter into any arrangements with any Government or Authority (supreme, municipal, local or otherwise) that may seem conducive to the Company's objects or any of them; and to obtain from any such Government or Authority any rights, charters, decrees, privileges or concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges, charters, decrees and concessions.

(s) To obtain any Provisional or other Order or Licence of any Authority or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purpose which may seem expedient; to support or oppose the passing of any Act of Parliament or the making of any Order, Regulation or Statutory Instrument; and to institute, prosecute, defend, settle, compromise or abandon any legal proceedings to which the Company is or may be a party and to defend or support or join or assist in defending or supporting any legal proceedings whatsoever which may seem calculated to affect, directly or indirectly, the Company's interest.

(t) To adopt such means of making known any of the Company's businesses or any branch or department thereof as may seem expedient, and in particular by advertising in the press, by radio, television, cinematograph or other mechanical means by circulars, by aerial advertising, by purchase and exhibition of works of art or other items of interest, by publication of books and periodicals, by establishing exhibitions and conducting competitions and by granting prizes, awards and donations.

(u) To provide facilities for and to undertake and engage in research, development, experiments and study connected with any of the businesses or objects of the Company; to establish, manage, maintain, support and subsidise and to become a member of and to subscribe to societies, associations, libraries, museums, colleges, schools, laboratories, research institutions and foundations; and to offer and grant prizes and awards and make exhibits and compete for prizes at any exhibition or show.

(v) To establish, promote or acquire, or concur in establishing, promoting or acquiring, any other company or companies for the purpose of attaining all or any of the objects of the Company or of carrying on all or any of its businesses or any branch or branches thereof or whose objects shall include the acquisition and taking over of all or any of the undertaking, assets and liabilities of the Company or the promotion or acquisition of which shall be in any manner calculated to advance, directly or indirectly, the objects or interest of the Company; and to acquire and hold, sell or otherwise dispose of any of the shares, stock, debentures, debenture stock, notes, bonds or other securities or obligations of any such company.

(w) To amalgamate, by any method of amalgamation, whether or not necessitating the winding-up of the Company, with any other company whose objects include objects similar to those of the Company.

(x) To sell or dispose of the undertaking, lease, grant licences, easements and other rights over and in any other way deal with any property, assets, rights, interests and effects of the Company or any part thereof or to provide services free of charge or for such consideration as may be thought fit, and in particular for a rent or rents, or for shares, stocks, debentures, debenture stock, notes, bonds or other securities or obligations of any other company whether fully or partly paid up.

(y) 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, but so that no

distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law.

(z) Subject to and in accordance with a due compliance 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.

(aa) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incidental to the formation and registration of the Company and of any other company established or promoted by the Company or in which the Company is interested or may propose to be interested (whether directly or indirectly) and of or incidental to the issue of capital or the raising of money for the Company or any such other company as aforesaid.

(bb) To procure the Company to be registered or recognised in any Dominion, Colony or Dependency and in any country or place in which it is not registered or recognised.

(cc) To do all or any of the above things in any part of the world, and either as principals, agents, managers, trustees, contractors or otherwise and either alone or in conjunction with others, and either by or through agents, sub-contractors, managers, trustees, subsidiary or associated companies or otherwise.

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

AND IT IS HEREBY DECLARED that in this Clause 3:-

(1) The word "company", except where used in reference to the Company, shall be deemed to include any corporation, firm, partnership, association, society or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere;

(2) The expressions "subsidiary" and "holding company" shall have the meanings respectively ascribed thereto by section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof for the time being in force;

(3) Words denoting the singular number shall include the plural and vice versa;

(4) The objects set forth in each paragraph shall be regarded as independent objects and in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

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

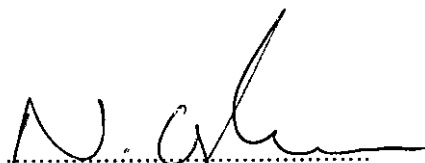
4. The liability of the members is limited.

5. The Company's share capital is £10,000 divided into 10,000 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 in the capital of the Company set opposite our respective names.


NAME AND ADDRESSES OF SUBSCRIBERS

Number of shares
taken by each
Subscriber



For and on behalf of
OSS Directors Limited
Ground Floor
Tower House
26 The Strand
Bideford
Devon EX39 2ND

ONE



For and on behalf of
OSS Secretaries Limited
Ground Floor
Tower House
26 The Strand
Bideford
Devon EX39 2ND

ONE

TOTAL SHARES TAKEN

TWO

Dated this 26th day of January 1998

WITNESS to the above signatures:-

K. W. Hardwick (K. W. HARDWICK)
17 Higher Westlake Road
Roundswell
Barnstaple
Devon EX31 3XW



THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

OSS NO. 1 LIMITED

PRELIMINARY

1.

1.1 The articles of the company shall consist of:-

1.1.1 the regulations set out in this document; and

1.1.2 the regulations set out in Table A, amended as set out below.

The regulations set out in this document shall prevail in the event of any inconsistency with the regulations set out in Table A, subject to which both sets of regulations shall be construed as if they formed a single document.

1.2 Regulations 3, 40, 60, 61, 73 to 78, 80, 87, 94 to 97 and 118 shall not apply to the company.

1.3 For the purposes of these articles:-

1.3.1 the definitions set out or referred to in Regulation 1 shall apply to the regulations set out in this document;

1.3.2 "Table A" means Table A as referred to in section 8 of the Act and as varied by any amendments taking effect before the date of the incorporation of the company;

1.3.3 "Article" means a regulation set out in this document;

1.3.4 "Regulation" means a regulation set out in Table A;

1.3.5 "corporate representative" means a representative appointed pursuant to Section 375 of the Act; and

1.3.6 references to the Act include any re-enactments of any provisions of the Act, whether before or after the date of adoption of these articles.

PRIVATE COMPANY

2. The company is a private limited company. Accordingly it shall not offer to the public (whether for cash or otherwise) any shares in or debentures of the company, or allot, or agree to allot, (whether for cash or otherwise) any shares in or debentures of the company with a view to all or any of those shares or debentures being offered for sale to the public.

ISSUE OF SHARES

3. The directors may issue shares in the capital of the company provided that no issue of shares shall be made unless the issue has been authorised pursuant to section 80 of the Act, either by Article 6 or otherwise.
4. The lien conferred by Regulation 8 shall attach also to fully paid-up shares, and the company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all monies presently payable by him or his estate to the company. Regulation 8 shall be modified accordingly.
5. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 of the words "and all expenses that may have been incurred by the company by reason of such non-payment".

6. For the purposes of section 80 of the Act the directors are hereby authorised to allot relevant securities at any time or times during the period of five years from the date of incorporation of the company up to the amount of the authorised share capital of the company remaining unissued at the time of incorporation. The company may make any offer or agreement before the expiry of this authority which would or might require relevant securities to be allotted after this authority has expired, and the directors may allot relevant securities in pursuance of any such offer or agreement.

REDEEMABLE SHARES AND PURCHASE OF SHARES

- 7.
- 7.1 Subject to the provisions of the Act any shares may be issued on terms that they are, or at the option of the company are, liable to be redeemed on such terms and in such manner as the company may determine by special resolution before the issue of the shares.
- 7.2 Subject to the provisions of the Act the company may purchase its own shares.

TRANSFER OF SHARES

- 8.
- 8.1 The directors may decline to register the transfer of a share (whether fully paid up or not) without giving any reason other than a transfer duly entered into and lodged pursuant to Articles 8 and 9 and Regulation 24 shall be modified accordingly. The directors shall be obliged to register any transfer duly lodged pursuant to these articles, and in respect of which they have no discretion to refuse registration under any other provision of these articles, within 30 days of the same being so lodged.
- 8.2 Except in the case of:-
- 8.2.1 any transfer by a member (or a person entitled to shares in consequence of the death or bankruptcy of a member) to any person with the consent in writing of all other members of the company; or
- 8.2.2 any transfer by a corporate member to a member of the same group; or
- 8.2.3 any transfer by a member in favour of the trustees of a trust or settlement under which the beneficiaries consist solely of the member and/or his

spouse, and/or the descendants of the member and/or his spouse or former spouse, and any transfer from any trustee (or retiring trustee) of such a trust or settlement to any other or new trustee, provided in each case that the transferee receives and holds the shares in his capacity as trustee, and any transfer from any trustee to a beneficiary who has become absolutely entitled to the shares concerned; or

- 8.2.4 any transfer by a member to a nominee of that member or by a nominee to the person who is (and has at all times been) the beneficial owner for whom the nominee held the shares or by a nominee of a beneficial owner to a new nominee of the same beneficial owner;

no share, or any beneficial or other interest in any share, shall be transferred or granted unless and until the rights of pre-emption conferred by Article 9 have been exhausted.

- 8.3 If a member ("the transferee company") who holds any shares, or interest in shares, pursuant to a transfer under Article 8.2.2 ceases to be a member of the same group as the person from whom those shares or interests in shares were transferred (or in the case of successive transfers under Article 8.2.2, as the person from whom they were transferred under the first transfer in the series), ("the transferor company"), or if the transferor company gives a transfer notice under Article 9 in respect of its shares or is or would be required to do so under any provision of these articles if such person were still a member then the transferee company and its nominees shall within 30 days give a transfer notice in respect of the relevant shares under Article 9 and the specified price shall be the price included or (as the case may be) required to be included in the transfer notice or, if none, the fair value.

- 8.4 For the purposes of this Article 8:-

8.4.1 "member of the same group" means a company which is a holding company of the transferor company or a subsidiary of such a holding company or of the transferor company;

8.4.2 a transferee company shall be deemed to have ceased to be a member of the same group in the event that notice to that effect is given by the transferee company to the company or if the transferee company fails, within eight days of written request from the directors to do so, to provide to the

company evidence considered satisfactory by the directors that it remains a member of the same group; and

8.4.3 "relevant shares" means the shares which, or the beneficial ownership of which, were/was transferred to the transferee company under Article 8.2.2 and any additional shares issued or transferred to the transferee company or its nominee in right of the holding of any of those shares, other than shares or additional shares as aforesaid which are not at the relevant time held by the transferee company or its nominee.

9.

9.1 Subject to Article 8, any person proposing to transfer any share or transfer or grant any beneficial or other interest in any share, ("the seller"), shall, before doing so, give notice to the company offering to transfer those shares ("a transfer notice"), accompanied by the certificate for the shares concerned or a declaration of loss in form acceptable to the directors, and specifying (i) the price per share at which the shares are to be transferred (which may be the fair value if the seller chooses) (ii) the person (if any) to whom he intends to transfer the shares if the pre-emption rights under this Article 9 are not exercised and (if a company) the persons he believes ultimately control it, and (iii) whether or not he is prepared to transfer part only of his shares, and (if so), what part. The transfer notice shall constitute the company his agent for the sale as beneficial owner to any member or, failing them, the company itself of any or all the shares specified in the notice ("the Shares") in accordance with this Article 9 and shall not be revocable except with the consent of the directors. The Shares shall be sold together with all rights and benefits attaching to them as at the date of the transfer notice, including the right to receive dividends and the right to be sold or allotted any other shares in the company in right of the Shares, provided that the seller may exercise or refrain from exercising any such right to be sold or allotted shares as he may see fit with the consent of the directors so long as no buyer has been found for the corresponding Shares. The transfer notice must be counter-signed by any person having any beneficial or other vested interest in any of the Shares.

9.2 The specified price shall be determined as follows:-

9.2.1 If the transfer notice specifies a sum per Share then that shall be the specified price.

9.2.2 If the transfer notice says that the specified price shall be the fair value, then it shall be the amount established under Article 9.3 as the fair value.

- 9.3 The fair value of the Shares shall be the amount per Share agreed by the directors of the company with the seller or in default of agreement certified by the auditors of the company as being the open market value of the Shares as at the date of the transfer notice without discount for minority holding and assuming a willing seller and buyer. The directors shall use all reasonable efforts to procure that the fair value is determined by the auditors and their certificate issued to all the members as quickly as possible after the issue of the transfer notice. The auditors shall act as experts and not as arbitrators, their certificate shall be final and binding on the company and all members, and their costs shall be borne by the company.
- 9.4 As soon as practicable (and in any event within seven days) after the company's receipt of any transfer notice or (if later) determination of the specified price, the Shares shall be offered by the company by written notice to all the members (other than the seller and any member holding any shares, or interest in shares, pursuant to a transfer by the seller under Article 8.2) or, failing them, the company for purchase at the specified price. In the case of competition between members, the Shares shall be sold to the acceptors in proportion to their existing holdings of the same class of shares. The offer shall be accompanied by a copy of the transfer notice and state the date on which the offer contained in the company's notice will end (which shall be the period of 60 days from the date of the transfer notice or, as the case may be, 30 days from the date of the auditors' certificate pursuant to Article 9.3), shall lapse to the extent not accepted by then by written notice and (if applicable) shall be conditional on acceptances for all or a specified part of the Shares being received, as provided in the transfer notice. Acceptances shall not be revocable except with the consent of the directors and shall state the maximum and (if the acceptor so wishes) the minimum number of Shares which the acceptor will purchase.
- 9.5 The company shall promptly give notice to the acceptors and the seller specifying the Shares for which acceptances have been duly received, and the names of the relevant acceptors ("purchasers"). Save in the case of purchase by the company the seller shall send the company duly executed transfers for the Shares within 7 days of that notice and each purchaser shall send the price for his Shares to the company within 7 days of the company informing him that it holds the relevant transfer (which shall be released for stamping to the purchaser after he has paid the price of the Shares concerned). If the seller does not lodge the transfer for any

of the Shares within that time the directors may authorise someone to execute and deliver it on his behalf. The company shall be paid the purchase money in trust for the seller, and its receipt shall be a good discharge to the purchaser. In the case of acceptance by the company, the seller and the company shall complete the sale of the Shares as provided in this Article 9.5 (*mutatis mutandis*).

9.6 If the company's offer in respect of any of the Shares has either lapsed or been declined by written notice by all possible purchasers, then the company shall give written notice to the seller (with copies to all other members) specifying the Shares concerned. Where the transfer notice specified a buyer or buyers for some or all of the Shares concerned, the seller shall then be entitled to transfer those Shares to the buyer(s) named in the transfer notice as beneficial owner(s) on a bona fide sale for any consideration which is not less than the specified price named in the transfer notice provided that:-

9.6.1 if the transfer notice said that the seller was not willing to transfer less than the whole or a specified part of the Shares, and no purchasers were found for any of the Shares, then the seller shall not be entitled to transfer less than that proportion of the Shares under this Article 9.6;

9.6.2 the directors may require to be satisfied that the Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate or allowance to the purchaser, and otherwise in accordance with this Article 9, and, if not so satisfied, may refuse to register the instrument of transfer;

9.6.3 any consideration in kind shall be valued for the purposes of Article 9.6.2 if the directors so elect by the company's auditors, who shall act as experts and not as arbitrators, whose decision shall be final and binding on all the members, and whose costs shall be borne by the company; and

9.6.4 any sale under this Article 9.6 must be completed, and the relevant transfer(s) lodged for registration, within 30 days from the date of the company's notice under this Article 9.6 or (as the case may be) within 30 days of the auditor's certificate under Article 9.6.3.

10.

10.1 A person entitled to shares in consequence of the death or bankruptcy of a member or to a beneficial interest in shares vesting in him under a trust or settlement shall

be bound at any time, if required in writing by the directors so to do, within 12 months of the company receiving written notice of the relevant event to give a transfer notice in respect of those shares.

- 10.2 The directors may require any member, or the personal representatives of any deceased member, or any proposed transferee of shares, to supply to the company within such reasonable time as the request specifies such information and evidence as the notice may reasonably specify to establish whether a particular share transfer is permitted under these articles or whether a transfer notice may be required under these articles, or whether there has been any breach of Articles 8 or 9. Unless the information and evidence is supplied within the time specified in the request and establishes the right to make the transfer in question, or that no transfer notice may be required (as the case may be), the directors may (as the case may be) refuse to register any transfer specified in the advice, or may require by notice in writing that a transfer notice be given or may direct that, until the default is remedied or the directors otherwise specify, either generally or in any particular respect, the shares shall be subject to any or all of the restrictions set out in Section 454 of the Act.
- 10.3 If the directors have duly required a transfer notice to be given in respect of any shares and it is not duly given within one month, it shall be deemed to have been given at the end of that period and the provisions of Article 9 shall apply. The transfer notice shall be deemed to have specified the fair value of the shares as the specified price and to have required all but not some only of the shares to be sold.
- 10.4 Any provision of these articles requiring a transfer notice to be given in respect of shares where the holder is not also the sole beneficial owner shall be construed as requiring such a notice to be given by the holder and countersigned by all other persons having any beneficial or other vested interest in the shares. Neither the company nor any other member nor any purchaser of shares shall be concerned with the application of any monies paid to or for the benefit of the holder under these articles or any restrictions on his power to transfer the shares otherwise than under these articles.

PROCEEDINGS AT GENERAL MEETINGS

11.

- 11.1 No business shall be transacted at any general meeting unless a quorum of members entitled to vote upon that business is present. If and for so long as the company has two or more members, two such members present in person or by

proxy or corporate representative shall be a quorum. If and for so long as the company has only one member, that member present in person or by proxy or being a corporation present by its corporate representative shall be a quorum.

- 11.2 A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy or by corporate representative and entitled to vote. Regulation 46 is modified accordingly.
- 11.3 Regulation 54 shall apply as if the words "or by proxy" were inserted after the words "present in person" and as if the words "for each share of which he is the holder" were inserted before the words "and on a poll".
- 12. An instrument appointing a proxy shall be in writing in any usual form or in any other form which the directors may accept and shall be signed by the appointor or his attorney or in the case of a corporation shall be given under its common seal or signed on its behalf by an officer of the corporation or his attorney. Regulation 62(a) shall apply as if the words "48 hours" were deleted and the words "one hour" were substituted.
- 13. Regulation 64 shall be read and construed as if the number "two" was replaced with the number "one".

DIRECTORS

- 14. Regulation 84 shall apply as if the last sentence were omitted.
- 15. The company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director. Regulation 79 shall apply as if the last two sentences were omitted.
- 16.
 - 16.1 If any director is called upon to perform special services or goes or resides abroad for any purpose of the company, the directors may agree to pay him special remuneration for those services.
 - 16.2 The directors may from time to time agree that instead of or in addition to the remuneration payable by the company to any director for services, or special services, the company shall pay a service charge for those services to any other company which remunerates him or contributes to his remuneration.

- 16.3 Any remuneration under Article 16.1 or 16.2 may be by way of salary, commission, lump sum payment, benefit in kind, or in any other form the directors think appropriate and may be of whatever size or amount they think appropriate.
17. If at any time there is only one director of the company the quorum for the holding of board meetings shall be reduced to one and Regulation 89 shall be modified accordingly.

DIRECTORS - POWERS AND PROCEEDINGS

18. The directors may exercise all the powers of the company to provide, on whatever terms they think fit, pensions, annuities, gratuities, superannuation, sickness, benevolent, compassionate, welfare or other allowances and benefits, life or endowment assurance or other benefits for any past or present employees, consultants or directors of the company or any company which is or has been in their opinion associated with the company in any way, and for their spouses, children or other relatives or dependants. The directors may also exercise the company's powers to establish, operate and contribute to schemes, funds, policies or trusts (either contributory or non-contributory) for providing any benefits pursuant to the provisions of this Article 18, whether run by the company itself or by any other company which is or has been in their opinion associated with it in any way.
19. The directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and subject to section 80 of the Act to create and 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.
20. Subject to his complying with section 317 of the Act, a director shall be entitled to vote in respect of his appointment as an officer or employee of the company, or in respect of any contract or arrangement he may make with the company, or any other contract or arrangement entered into by the company to which he is a party or in which he is interested. He shall also be taken into account in determining whether a quorum is present at any meeting at which any such matter is to be voted on.
21. A director may participate in a meeting of the directors by means of conference telephone, video or similar communications equipment whereby everyone participating in the meeting can hear or communicate with each other at the same

time. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting and a quorum shall be determined and formed accordingly. Such a meeting shall be deemed to take place where the largest number of directors is assembled or otherwise where the chairman then is.

22. Regulation 88 shall apply as if the third sentence were omitted and there were substituted the words "Notice of every meeting of the directors shall be given to every director, provided that any one or more of the directors for the time being may waive his right to receive notices either generally or in respect of any particular meeting or while absent from the United Kingdom".
23. Regulation 65 shall apply as if the words "approved by the directors and" were omitted.
24.
 - 24.1 Regulation 66 shall apply as if the last sentence were omitted and there were substituted the words "But an alternate director may waive his right to receive notices either generally or in respect of any particular meeting or while absent from the United Kingdom".
 - 24.2 Regulation 67 shall apply as if the words "by rotation or otherwise" were omitted.

DISQUALIFICATION OF DIRECTORS

25. Regulation 81 shall apply as if there were added the following:-

"(f) the directors resolve that he is physically or mentally incapable of performing his duties."

"(g) the company so determines by ordinary resolution."

CAPITALISATION OF PROFITS

26. Regulation 110(c) shall apply as if the words "or ignore fractions altogether" were inserted after the words "distributable under this regulation in fractions".

NOTICES

27.

27.1 Regulation 112 shall apply as if the words "or director" were inserted immediately following the word "member" wherever it appears in that regulation and as if the last sentence of the regulation were deleted and replaced with the words:- "Notices given by mail to a member or director whose registered address is outside the United Kingdom shall be sent by airmail".

27.2 Notices to the company under these articles shall be left at or sent by first class post to the office marked for the attention of the secretary.

27.3 Notices under these articles may be sent by telex or facsimile or other form of immediate transmission in enduring form and notices so sent shall be deemed received when the transmission is completed and (in the case of a notice by telex) when answerback is transmitted. Notices sent by post to an address inside the United Kingdom shall be deemed received at the expiration of 48 hours after being posted, notices sent by airmail to an address outside the United Kingdom shall be deemed received at the expiration of 7 days after being posted, and Regulation 115 shall apply as if the last sentence were deleted.

WINDING-UP

28. Regulation 117 shall be read and construed as if the words "with the like sanction" were inserted immediately before the words "determine how the division shall be carried out".

INDEMNITY

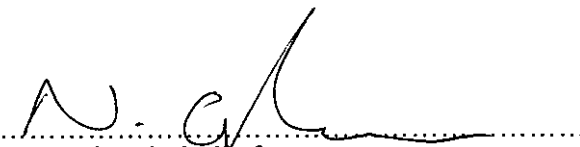
29.

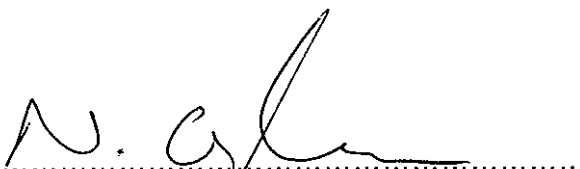
29.1 Every director or other officer or auditor of the company shall be indemnified out of the assets of the company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, 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. This Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.

- 29.2 The directors shall have power to purchase and maintain for any director, officer or auditor of the company insurance against any such liability as is referred to in Section 310(1) of the Act.

NAME AND ADDRESSES OF SUBSCRIBERS


For and on behalf of
OSS Directors Limited
Ground Floor
Tower House
26 The Strand
Bideford
Devon EX39 2ND


For and on behalf of
OSS Secretaries Limited
Ground Floor
Tower House
26 The Strand
Bideford
Devon EX39 2ND

Dated this 26th day of January 1998

WITNESS to the above signatures:-

K. L. Hardwick (K. L. HARDWICK)
17 Higher Westlake Road
Barnstaple
Devon EX31 3XW

PERSONAL ASSISTANT