

02-11-98

FILE COPY



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

Company No. 3660593

The Registrar of Companies for England and Wales hereby certifies that
LOVATMEAD 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 November 1998



N03660593J



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC007B

02-11-98



Please complete in typescript,
or in bold black capitals.

Declaration on application for registration

12

Company Name in full



F012001J

LOVATMEAD (LIMITED)

I, Brian John Payne

of 1 High Street Mews London SW19 7RG

† 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 90 High Street London SW19 5EG

the twentieth day of September

One thousand nine hundred and ninety eight

● Please print name.

before me ● Anthony John Penna

Signed

Date 28/9/98

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.

VICKERS INFORMATION

1 High Street Mews
Wimbledon Village
London SW19 7RG
Tel: 0860 514631 & 0181 944 2067
Fax: 0181 241 9879
DX 35057 Wimbledon Village

ge



KLD *K7LVPARK* 2565
COMPANIES HOUSE 26/10/98

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 3UZ 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

02-11-98



Fee Paid

10

Please complete in typescript,
or in bold black capitals.

First directors and secretary and intended situation of
registered office

Notes on completion appear on final page

Company Name in full



LOVATMEAD LIMITED

Proposed Registered Office
(PO Box numbers only, are not acceptable)

1 High Street Mews

Wimbledon Village

Post town

London

County / Region

Postcode

SW19 7RG

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.



Agent's Name

Address

Post town

County / Region

VICKERS INFORMATION

1 High Street Mews

Wimbledon Village

London SW19 7RG

Tel: 0860 514631 & 0181 944 2067

Fax: 0181 241 8879

DX 35057 Wimbledon Village

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.

as above

Tel

DX number

DX exchange



Form revised March 1995

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Registrar of Companies at:

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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

LOVATMEAD LIMITED

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Maureen Anne

Surname

Childs

Previous forename(s)

Previous surname(s)

Address

1 High Street Mews

Usual residential address

For a corporation, give the registered or principal office address.

Wimbledon Village

Post town

London

County / Region

Postcode

SW19 7RG

Country

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

Consent signature

Date 28/9/98

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Maureen Anne

Surname

Childs

Previous forename(s)

Previous surname(s)

Address

1 High Street Mews

Usual residential address

For a corporation, give the registered or principal office address.

Wimbledon Village

Post town

London

County / Region

Postcode

SW19 7RG

Country

Day Month Year

Date of birth

8

9

1936

Nationality

British

Business occupation

Information Consultant

Other directorships

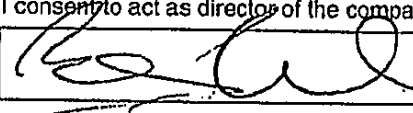
as attached

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

Consent signature

Date 28/9/98

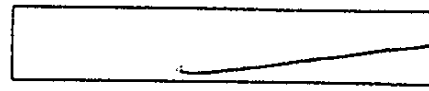
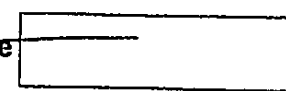
Director's (continued) (see notes 1-5)

NAME	*Style / Title			*Honours etc		
* Voluntary details	Foroname(s)	Brian John				
	Surname	Payne				
	Previous forename(s)					
	Previous surname(s)					
Address	1 High Street Mews					
Usual residential address	Wimbledon Village					
For a corporation, give the registered or principal office address.	Post town	London				
	County / Region		Postcode	SW19 7RG		
	Country					
	Day	Month	Year	Nationality		
Date of birth	1	4	1944	British		
Business occupation	Information Consultant					
Other directorships	as attached					
	I consent to act as director of the company named on page 1					
Consent signature				Date	28/9/98	

This section must be signed by

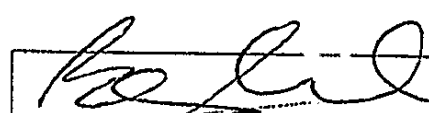
Either

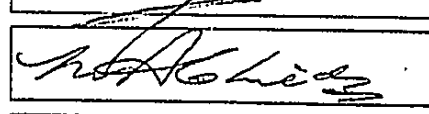
an agent on behalf of all subscribers

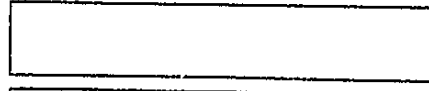

Signed  **Date** 



Or the subscribers



(i.e those who signed as members on the memorandum of association).



Signed  **Date** 28/9/98

Signed  **Date** 28/9/98

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.

Directorships for B.J. Payne and M.A. Childs

Dreamcoat Limited
 Volcano Boxing Gym Limited
 Left Right Boxing Promotions Limited
 Moorhaven Limited
 Kensington Chelsea & Westminster Doctors Co-op Limited
 Dearborn Limited
 Atheldene Limited
 Tankersford Limited
 Glenalbon Limited
 Cottosway Limited
 Halobourne Limited
 Ocean International Consultants Limited
 Heyridge Limited
 R & M Management Limited
 Islamorada Limited
 Entryform Limited
 Tai Chan Limited
 Coganlodge Limited
 Winterbay Limited
 Atomtrend Limited
 Summercoast Limited
 Autumnbay Limited
 Tarranbrae Limited
 O. M. Construction Limited
 Summerblaze Limited
 Coganridge Limited
 Housing Association Software Limited
 Taronge Limited
 Cornerstead Limited
 Answer Limited
 London Ethnic Minority Builders Limited
 M & S International (UK) Limited
 Stanley Hayman Limited
 Palmdene Limited
 Nemco Contract Services Limited
 Ballet Creations Limited
 All UK Glass & Glazing Co Ltd
 Standard Travels Limited
 Craft Reproductions Limited
 Classic Designs Corporation Limited
 59 Ross Road Limited
 SharpWords (Editing) Limited
 Wintercoast Limited
 Priorygrove Limited
 Three M International Limited
 Environmental Products Engineering Corporation Limited
 Mountcoast Limited
 Orbital Maintenance Limited
 Behavioural Services Limited
 The Classic Swimming Pool Company Limited
 At Home Limited
 Winchester Consultants Limited
 Lizard Corporation Limited
 Goganmanor Limited
 Winterblaze Limited
 Craghaven Limited
 Advantage Art Limited
 Impex Associates (UK) Limited
 Lichfield Cable Communications Limited
 Tamworth Cable Communications Limited
 Hinckley Cable Communications Limited
 Burton-upon-Trent Cable Communications Limited
 J. Probyn Limited
 Terradene Limited
 East Midlands Cable Holdings Limited
 Sunnyhaven Limited
 Cogancoast Limited
 Wiltshire Today Publishing Limited
 Fierce Bird Films Limited
 Coombedeau Limited
 Southheath Limited
 Straightforward Training Limited
 Action Learning Partnership Limited
 Huntersridge Limited
 Judd House Limited
 Porthkerry Limited
 Rowanhill Limited

Asterbond UK Limited
 Centro for Health & Healing
 W.G. Davis Consulting Limited
 Avonmuir Limited
 Campbell Consulting Limited
 Laing Construction PLC
 Holmeside Limited
 Laurelcourt Limited
 Firecrest Software Limited
 Totair Limited
 Huntersgate Limited
 Coryton Limited
 Mark 13 Enterprises Limited
 Iania Ltd.
 Iamai Ltd.
 24 Eaton Rise Ealing Limited
 The Art of Health Limited
 Peace & Love Promotions Limited
 Noss Mayo Estate Services Limited
 Downsvioe Car Sales Limited
 Rein Coaches Limited
 John Laing International (Turkmenistan) Limited
 Highfield Property Developments Limited
 R.T.S. (UK) Limited
 Katjam Limited
 Classio Jewellery Limited
 Blue Berry Restaurants Limited
 Coombegrove Limited
 Eastchine Limited
 Rockhall Properties Limited
 Rowandell Limited
 Pagetcoast Limited
 Malmesmead Limited
 Towergarth Limited
 Fashina Company PLC
 Velindre Limited
 Knightsbridge Cooks Limited
 Durashine Auto Body Restoration Limited
 N.A.J. Limited
 Chimechord Limited
 Priorswood Limited
 DN Applications Limited
 Horizon Computer Solutions Limited
 Gulfmore Limited
 Engledale Limited
 Fox Solutions Limited
 Parkway Research Limited
 Hurston Limited
 Jeran Technology Limited
 48 Josephine Avenue Limited
 Varndean Limited
 Laing Alarco Limited
 Art Central Limited
 Artistic International Ltd
 Broadford Limited
 Trigger Limited
 J. Jenkins Roofing Contractors Ltd.
 AND Electronic Publishing Ltd.
 RS Office Systems Limited
 Swaledale Limited
 Pyxis Home Services Limited
 Chassenay Limited
 Frindsbury Limited
 Thames Valley Trains Limited
 Kirriemuir Limited
 Freephone City Limited
 Grisodale Limited
 PCR Consultancy Limited
 Blitz (Slough) Limited
 Getley & Company Limited
 Wills Marine Limited
 A.J.O Commercial Enterprises Limited
 Peacocks Enterprises Limited
 Crown Monitor Limited
 Futa Jallon International UK Limited
 Masbat Enterprises Limited
 Health and Housing
 Jafech Enterprises Limited

LOWRY MENA
LIMITED

Directorships for B.J. Payne and M.A. Childs

Mission Internationale pour La Grando Moisson	Badoni Contracts (UK) Limited
Lydiat Enterprises Limited	Caldor Consulting Services Limited
Elcado Consultancy Limited	Mid-England Renovations & Decorations Limited
Pegsdon Interiors Limited	Papillon Facilities Limited
The New City Blind Company Limited	Stafeco Investments (UK) Limited
Hoot Limited	Withdean Limited
Future Security Services Limited	Osprey (U.K.) Limited
Cairnmuir Limited	The Feminine Principle Limited
Blackwell Limited	Watermore Limited
Summarstock Limited	Imagination Puppets Limited
Inglemoor Property Developments Limited	Polly's Puppets Limited
HCR Aviation Limited	Resolution Marketing Services Limited
John Laing Homes PLC	AC Grounds Maintenance Limited
Polo Position Technology Limited	D Cook Cleaning & Maintenance Services Limited
D. Moodie (Trade Marks) Limited	Rhealto Limited
Bendlam Limited	Marion Ayonote (UK) Ltd
Ripplewave Limited	Winslow Homes Limited
Tenancy Enforcement Support Team (T.E.S.T.)	Absolute African Travel Limited
Point Source Productions Limited	Information Consultancy & Development Limited
Levernack Limited	Illuminate Limited
Tirana Limited	Groy & Yellow Limited
Koistinen Limited	London and Home Counties Contractors Limited
Alcombedale Limited	Akpinar-Corinthia Joint Venture Limited
Marshhead Builders Limited	Team 3 Solutions Limited
Stanley Hayman Limited	Iona Technical Consulting Limited
DLS Communications Limited	S & S Tropicals (UK) Limited
Inglefield Limited	County Needlecraft Limited
EWB Limited	"A"- Class Patisserie Ltd
Crawshaw Limited	Towers Consulting Europe Limited
Cornerswood Limited	C.N.C. Technologies Europe Limited
Mulrwood Limited	Oceano Limited
C.M.S. Construction Limited	Mallardcrest Limited
Business Decisions Initiative Limited	Deepforest Limited
Grangeforest Limited	Rostock Limited
Blonholm Roofing Services Limited	Dapson International Shipping & Marketing Co. Ltd
Resolutions Consultancy Limited	2 Warbeck Road Limited
Tagg Associates Limited	Queensbridge 380 Limited
I.T.O. (UK) Limited	KM Management & Consultancy Limited
Entelechy Arts Limited	First Point Promotions Limited
Regancourt Limited	C & M Builders (Kent) Limited
Harbour Road Properties Limited	C & P Medical Trading Limited
Eclatech Ltd	Crossbow Research Consultancy Limited
Skaithmuir Limited	Merchastor Limited
Marcross Limited	Woodside Court (Aylesbury) Limited
Waldengrange Limited	Redwood Construction Limited
Twoosmuir Limited	Seasons of the Year Limited
Laleston Limited	Romborough Limited
PGS Personnel Services Limited	Business Solutions (GB) Limited
Coganvale Limited	Aquam UK Limited
Kallin Limited	Private View Limited
Pendoylan Limited	Skelmuir Limited
The Honeymoon Bed Company Limited	Partek UK Limited
Kingsdown Risk Management Limited	Astor Advanced Systems & Technologies Resources Ltd
The Independent Holiday Shop (London) Limited	Lovatmead Limited
Team Event And Management Limited	
Colbourne Limited	
Climatex Associates Limited	
Connect International Services Limited	
Abbeyhawk Limited	
Huntersbridge Limited	
Gastronomic Adventures Limited	
Retail Strategy Limited	
A & TW Logistics Services Limited	
DKLB Limited	
Grangewood Landscapes Limited	
TMG Worldwide Limited	
PGT Scaffolding Limited	
Compass Consulting Systems Limited	
Hathaway Promotions Limited	
African Publications (UK) Ltd	
Park Royal Couriers Limited	
Consumable Solutions Limited	
The Original Cutting Edge Company Limited	
The International Tyre Club Limited	
The Gulf Club Limited	
Courthill Limited	
Mallardhaven Limited	
Knottingdean Limited	

02-11-98

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

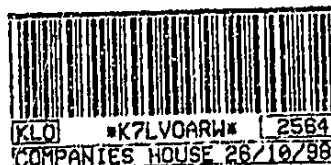
LOVATMEAD LIMITED

P. P. d.
3660593



0095782

1. The Company's name is Lovatmead Limited
2. The Company's Registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (A) To carry on business as a general commercial company.



(B) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to the other objects of the Company.

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

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

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

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

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

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

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

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

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

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

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

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

(O) To accept payment for any property or rights of any description sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or debenture stock, mortgages or other securities of any company or companies, or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

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

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

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

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

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

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

(V) To establish, support and maintain and to aid and procure the establishment, support and maintenance of any non-contributory or contributory pension or superannuation funds or other trusts or funds calculated to benefit, and give or procure the giving of donations, gratuities, pensions, allowances, or enrolments to any persons who are or were at any time employed by or in the service of the Company (including any Director holding a salaried office or employment in the Company) or of any other company which is for the time being the Company's holding company, or a subsidiary of the Company (as defined by S.736 of the Companies Act 1985) or the families and dependants of such persons, and subsidise or subscribe to any institution, association, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other companies or persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid.

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

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

(Y) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their families, dependants and connections.

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

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

02-11-98

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

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

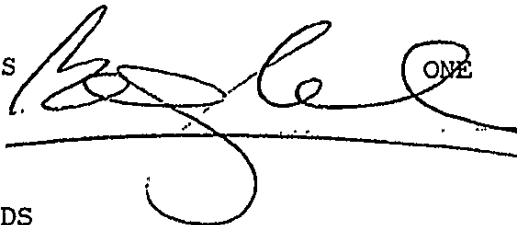
4. The liability of the members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1.00 each.

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

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of shares taken by each Subscriber
------------------------------------	---

BRIAN JOHN PAYNE
1 HIGH STREET MEWS
WIMBLEDON VILLAGE
LONDON SW19 7RG

 ONE

MAUREEN ANNE CHILDS
1 HIGH STREET MEWS
WIMBLEDON VILLAGE
LONDON SW19 7RG

 ONE

TOTAL SHARES TAKEN

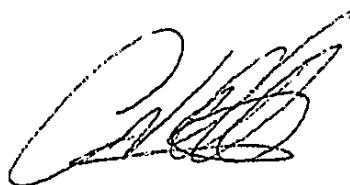
TWO

Dated:

28 SEPTEMBER 1998

Witness to the above signatures:

CHRISTOPHER NEIL CHILDS
29 WILBURY AVENUE
CHEAM
SURREY SM2 7DU



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

LOVATMEAD LIMITED

PRELIMINARY.

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

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

INTERPRETATION

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

PRIVATE COMPANY

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

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

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

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

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

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

REDEMPTION OF SHARES

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

LIEN

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

(a) fully paid shares;

(b) all shares whether fully paid or not standing registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

TRANSFER OF SHARES

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS AT GENERAL MEETINGS

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

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

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

(2) A poll may be demanded:-

(a) by the Chairman; or

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

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

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

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

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

VOTES OF MEMBERS

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

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

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

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

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

NUMBER OF DIRECTORS

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

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

ALTERNATE DIRECTORS

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

POWERS OF DIRECTORS

17. In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertaking and property of the Company including the uncalled capital or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

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PROCEEDINGS OF DIRECTORS

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

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

INDEMNITY

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

NAMES AND ADDRESSES OF SUBSCRIBERS

BRIAN JOHN PAYNE
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WIMBLEDON VILLAGE
LONDON SW19 7RG



MAUREEN ANNE CHILDS
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WIMBLEDON VILLAGE
LONDON SW19 7RG



Dated:

28 SEPTEMBER 1998

Witness to the above signatures:

CHRISTOPHER NEIL CHILDS
29 WILBURY AVENUE
CHEAM
SURREY SM2 7DU

