

FILE COPY



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

Company No. 4294659

The Registrar of Companies for England and Wales hereby certifies that  
CLIPTA 52000 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 27th September 2001



\*N04294659Q\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B

# Declaration on application for registration

# 12

Please complete in  
typescript or in bold  
block capitals  
CHFP047

6294669

Company Name in full

CLIPTA 52000 LIMITED

I,

JEREMY ROWLAND

of

FORD AND WARREN

† Please delete as  
appropriate

PJB

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

*[Signature]*

Declared at

LEEDS, WEST YORKSHIRE

Day Month Year

on

24 09 2001

¶ Please print name

before me ¶

PHILIPPA BAKER

Signed

*[Signature]*

Date

24-09-01

~~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 a query.

FORD & WARREN

WESTGATE POINT, WESTGATE, LEEDS

LS1 2AX

Tel 0113 2436601

DX number 706968

DX exchange LEEDS

Co



A20  
COMPANIES HOUSE

0707  
26/09/01

When you have completed and signed the form please send it to the Registrar of Companies at:  
Companies House, Crown Way, Cardiff, CF14 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

Please complete in  
typescript or in bold block  
capitals  
CHFP047

## First directors and secretary and intended situation of registered office

Notes on completion appear on final page

**Company Name in full**

CLIPTA 52000 LIMITED

**Proposed Registered Office**

WESTGATE POINT

(PO Box number only, are not acceptable)

WESTGATE

Post town

LEEDS

County/Region

WEST YORKSHIRE

Postcode

LS1 2AX

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

FORD AND WARREN SOLICITORS

Address

WESTGATE POINT

WESTGATE

Post town

LEEDS

County/Region

WEST YORKSHIRE

Postcode

LS1 2AX

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 a query.

FORD AND WARREN SOLICITORS

WESTGATE POINT, WESTGATE, LEEDS

LS1 2AX

Tel 0113 2436601

DX number 706968

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A20 \*ADDYJ4EZ\* 0706  
COMPANIES HOUSE 26/09/01

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**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

Previous forename(s)

Previous surname(s)

**Address****Usual residential address**

For a corporation, give the principal office address.

Post Town

County/Region

Country

**Consent signature**

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

Date 24/9/01

**Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME**

\*Style/Title

\*Honours etc.

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address****Usual residential address**

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

Post Town

County/Region

Country

**Date of birth****Business occupation****Other directorships****Consent signature**

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

Date 24/9/01

AUTHORISED SIGNATORY  
JEMBER FORMATION LIMITEDAUTHORISED SIGNATORY  
JEMBER NOMINEES LIMITED

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

NAME

\*Style/Title

\*Honours etc.

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

**Usual residential address**  
For a corporation, give the registered  
office or principal office address

Post Town

County/Region

Postcode

Country

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

Date

**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

Signed

Date

Signed

Date

Signed

Date

Signed

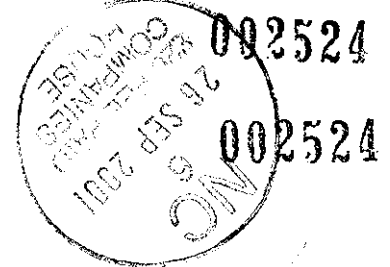
Date

Signed

Date

AUTHORISED SIGNATORY  
JEMBERT NOMINEES LIMITED  
JEMBERT FORMATION LIMITED

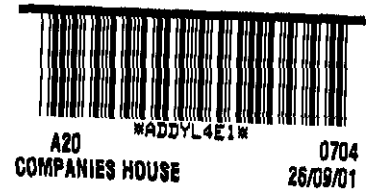
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**THE COMPANIES ACT 1985 AND 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**

**OF**

**CLIPTA 52000 LIMITED**



- 1 The name of the Company is Clipta 52000 Limited.
- 2 The registered office of the Company is to be situated in England and Wales.
- 3 The objects of the Company are:-
  - 3.1 to carry on business as a general commercial company;
  - 3.2 to carry on any other trade or business whatsoever which is in the opinion of the Board of Directors capable of being conveniently or advantageously carried on in connection with or ancillary to any of the businesses of the Company or which is calculated directly or indirectly to benefit or to enhance the value of or render more profitable any of the Company's assets;
  - 3.3 to assume all or any of the obligations arising from the formation of the Company and to pay all costs, charges and expenses incurred in connection with the promotion and establishment of the Company, including the costs of advertising, commissions for underwriting, brokerage, printing and stationery;
  - 3.4 to undertake or acquire all or any part of the business, goodwill, assets or liabilities of any company, partnership or person carrying on or proposing to carry on any business falling within all or any of the objects for the time being of the Company or to acquire an interest in, amalgamate, share profits, enter into partnership or any arrangement for co-operation, mutual assistance or the limitation of competition with any such company partnership or person to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture

stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage, charge and deal with any shares, debenture stock or securities however received, and to conduct and carry on, liquidate or wind up any such business;

- 3.5 to acquire for services rendered by or for any sale made by or debt due to the Company or otherwise to acquire by subscription, purchase or otherwise acquire and hold and sell or otherwise deal in shares, debentures, debenture stock or any other interests in or obligations of any other company or corporation;
- 3.6 to purchase, take on lease or otherwise acquire for the purposes of the Company any estates, lands, buildings, easements, or other interests in real estate, and any real or personal property or rights of any kind, and to sell, let or otherwise dispose of or grant rights over any real or personal property belonging to the Company and to let on lease or on hire the whole or any part of such real and personal property of the Company on such terms as the Company may determine;
- 3.7 to promote or assist in promoting any other company or companies in any part of the world and to apply or subscribe for, purchase or otherwise acquire shares, debentures or securities of any such company for the purpose of carrying on any business which the Company is authorised to carry on and for acquiring all or any part of the business, property, undertaking or liabilities of the Company;
- 3.8 to sell, let, exchange, develop or dispose of, turn to account, grant licences, options, or other rights or privileges over or in respect of in whole or in part any lands, buildings, machinery, rights, stock in trade, business concerns, choses in action and any other real and personal property of any kind including all the assets of the Company and to perform any services or render any consideration and to improve construct, equip, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business and in each case for any consideration which may be thought fit;
- 3.9 to invest and deal with any moneys of the Company not immediately

required in such manner as may seem advantageous and to hold, dispose of or otherwise deal with any investments so made;

- 3.10 to borrow, raise money, or obtain credit without restriction and accept money on deposit and to secure or discharge any debt or obligation of or which is binding on the Company or any other company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future including the uncalled capital of the Company) or by the creation and issue on such terms as may be thought expedient of securities of any description including without limit debentures and debenture stock;
- 3.11 to guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging whether by debenture or any other security all or any part of the undertaking property and assets (present and future including the uncalled capital of the Company) or by a combination of such methods, the performance of contracts or obligations and the repayment or payment of the principal, premium, interest or dividend on any securities or obligations whatsoever of any company, corporation, partnership or person whether being a holding, subsidiary or associated company of, or connected with, the Company or not and whether having objects or engaged or intending to engage in business similar to those of the Company or not, notwithstanding the fact that the Company may not receive any consideration or advantage, direct or indirect from entering into any such guarantee or other arrangement or transaction contemplated herein;
- 3.12 to lend, advance money or give credit or to provide financial accommodation to any company, corporation, partnership or person with or without taking any security therefor and upon such terms or subject to such conditions as may seem expedient and to enter into contracts of indemnity, give guarantees or become security for any such company, corporation, partnership or person;

- 3.13 to issue, make, draw, accept, endorse, discount, negotiate, or deal with cheques, promissory notes, bills of exchange, debentures, bills of lading, warrants and other negotiable or transferable instruments and to buy, sell and deal in foreign currencies;
- 3.14 to contract or enter into arrangements with any government or authority or any corporation, company, partnership or person as may seem conducive to the attainment of the Company's objects for the time being or any of them and to obtain from any such government or authority or corporation, company, partnership or person any right, privilege, permission, contract, charter, franchise, licence or concession as may seem desirable and to carry out, exercise and comply with any such right, privilege, permission, contract, charter, franchise, licence or concession;
- 3.15 to purchase, acquire, apply for, register or by any other means protect, prolong and renew whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, trademarks, trade-names, copyrights, designs, secret processes, protections and concessions and any and all other intellectual property rights as may seem desirable and to disclaim, alter or modify, to use, turn to account, manufacture under or grant licences or privileges in respect of the same and to expend money experimenting upon, testing and improving any such rights which the Company may acquire or propose to acquire;
- 3.16 To provide services of any kind including the carrying on of an advisory consultancy, brokerage, or agency business and trustee services of any kind;
- 3.17 to pay or remunerate any company, partnership or person rendering services to the Company either by payment in cash or by the allotment to such company, partnership or person of shares or other securities in the Company whether credited as paid up in full, in part or otherwise as the Company thinks fit;
- 3.18 to grant or procure the grant of donations, gratuities, pensions,

annuities, allowances, or other benefits, including benefits on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary, associate or a holding company (defined by section 416 of the Income and Corporation Taxes Act 1988 and section 736 of the Companies Act 1985 respectively) of the Company or another subsidiary or a holding company of the Company or a company otherwise associated with the Company or of any predecessor in business of any of them, and to the relations, connections, or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or whom the Board of Directors of the Company considers have any moral claim on the Company or their relations, connections or dependants and to establish or support any funds, trusts, insurances or schemes, (including in particular but without detracting from the generality of the foregoing any trust or scheme relating to the grant of any option over, or other interest in, any share in the capital of the Company or of any company, in any debenture or security of any corporation or company, including the Company) or any associations, institutions, clubs or schools, or to do any other thing likely to benefit any such persons or otherwise to advance the interest of such persons or the Company or its Members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of such persons or the Company or its Members or for any national, charitable, benevolent, educational, social, public, general or useful object;

- 3.19 to distribute among the Members of the Company in specie or otherwise any property for the time being of the Company of whatever nature or any proceeds of sale or disposal of any property of the Company;
- 3.20 to purchase and maintain policies of insurance to indemnify the Directors, Secretary and Auditors for the time being of the Company against all liabilities expenses and costs arising or incurred as a result

of negligence, breach of duty, default or breach of trust on the part of any such officer or auditor of the Company in discharging their duties or in relation thereto;

- 3.21 to do all things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them. The objects in each preceding sub-clause will not be in any way limited or restricted by reference to or inference from the terms of any other sub-clause herein except as may be expressly stated, or by the name, place or date of incorporation of the Company. Each sub-clause, object and power herein is a main object of the Company and not ancillary or subsidiary to any other sub-clause, object or power herein. The Company will have as full a power to exercise all or any of the objects and powers in each sub-clause herein as if each sub-clause contained the objects of a separate company. Reference to any company herein is deemed to include any body whether incorporated or not and wherever, in any part of the world, set up, established, registered or domiciled.
- 4 The liability of the Members is limited.
- 5 The share capital of the Company is £1,000 divided into 1,000 shares of £1.00 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

Jembert Formation Limited  
1st floor  
Westgate Point  
Westgate  
Leeds  
LS1 2AX



AUTHORISED SIGNATORY  
JEMBERT FORMATION LIMITED

One

Jembert Nominees Limited  
1st Floor  
Westgate Point  
Westgate  
Leeds  
LS1 2AX



AUTHORISED SIGNATORY  
JEMBERT NOMINEES LIMITED

One

===

Two

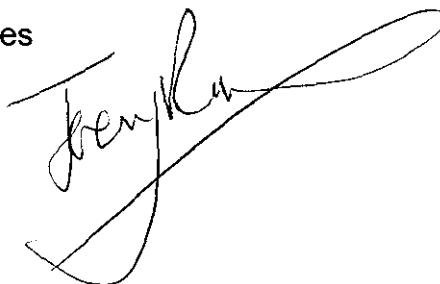
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Dated this 24 day of SEPT 2001

Witness to the above signatures

JEREMY ROWLAND  
of  
Westgate Point  
Westgate  
Leeds  
LS1 2AX



# **THE COMPANIES ACTS 1985 TO 1989**

## **ARTICLES OF ASSOCIATION OF**

### **CLIPTA 52000 LIMITED**

#### **PRIVATE COMPANY LIMITED BY SHARES**

#### **1 INTERPRETATION**

- 1.1 In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles 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.
- 1.2 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") will apply to the Company save in so far as they are excluded or varied hereby.

#### **2 ALLOTMENT OF SHARES**

- 2.1 Shares which are comprised in the authorised share capital with which the Company is incorporated will be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph 2.4 below) allot, grant options over or otherwise dispose of them, to such persons, on such terms and in such manner as they think fit.
- 2.2 All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue will first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting will by Special Resolution otherwise direct. The offer will be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined.

After the expiration of that period, those shares so deemed to be declined will be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer will be made in like terms in the same manner and limited by the same period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid will be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares will not be disposed of on terms which are more favourable to the subscribers therefore than the terms on which they were offered to the Members. The foregoing provision will have effect subject to Section 80A and 379A of the Act.

- 2.3 In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- 2.4 The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights over, to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time during the period of five years from the date of incorporation and the Directors may, after that period allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

### **3 SHARES**

- 3.1 The Company will have a first and paramount lien on every share for all monies (whether presently payable or not) called upon or payable at a fixed time in respect of that share, and the Company will also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company, from him or his estate either alone or jointly with any other person whether as a member or not and whether such monies are presently payable or not. The Directors may at any time declare any share to be wholly or partly exempt from the provisions of this Article. The Company's lien on a share will extend to any amount payable in respect of it and Regulation 8 in Table A shall be modified accordingly.
- 3.2 The liability of any Member in default in respect of a call upon the shares of the Company shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses which may have been incurred by the Company by reason of such non payment".

### **4 PROCEEDINGS AT GENERAL MEETINGS**

If a quorum is not present within half an hour of the time appointed for a General Meeting, the Meeting, if convened on the requisition of Members, will be dissolved; In any other case it will stand adjourned to such day, time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the adjourned General Meeting shall be dissolved. Regulation 41 of Table A will not apply to the Company.

### **5 NUMBER OF DIRECTORS**

- 5.1 Unless otherwise determined by Ordinary Resolution, the number of Directors will not be subject to any maximum and the minimum number of Directors will be one, Regulation 64 in Table A will not apply to

the Company.

- 5.2 Whensoever the minimum number of Directors is one, a sole Director will have the authority to exercise all the powers and discretions under Table A and under these Articles expressed to be vested in the Directors generally, and Regulation 89 in Table A will be modified accordingly.

## **6 APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 6.1 The Directors will not be subject to retirement by rotation. Regulations 73 to 77 (inclusive) and 80 in Table A will not apply to the Company and the final two sentences of Regulation 79 of Table A will not apply to the Company.
- 6.2 The Company may by Ordinary Resolution appoint a person who is willing to act as a Director, either to fill a vacancy, or as an additional Director. Regulation 78 shall not apply to the Company.

## **7 ALTERNATE DIRECTORS**

- 7.1 Any Director (other than an alternate Director) may appoint any person to be an alternate Director and may remove from office any alternate Director so appointed by him.
- 7.2 An alternate Director will not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part, (if any) of the remuneration otherwise payable to his appointor, as such appointor may by notice in writing to the Company from time to time direct. Regulation 66 in Table A shall be modified accordingly.
- 7.3 When an alternate Director is also a Director or acts as an alternate Director for more than one Director, such alternate Director shall have one vote for every Director so represented by him (in addition to his own vote, if he is himself a Director) but when so acting will count as only one Director for the purpose of determining whether a quorum is present.

## **8 DISQUALIFICATION AND REMOVAL OF DIRECTORS**

A Director will be required to vacate his office if he becomes incapable by reason of illness or injury of managing or administering his property and affairs and Regulation 81 in Table A shall be modified accordingly.

## **9 BORROWING POWERS**

The Directors may exercise all of the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80, 80(A) and 379(A) of the Act to grant any mortgage, charge or standard security over its undertaking, property and 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.

## **10 PROCEEDINGS OF DIRECTORS**

10.1 Subject to disclosing his interest therein, a Director will be entitled to vote at any meeting of the Directors or of a committee of Directors on any resolution concerning or relating to a matter in which he has directly or indirectly any kind of interest whatsoever or any duty which conflicts or may conflict with the interests of the Company and in relation to any such resolution as aforesaid, he will (whether or not he will vote on the same), be taken into account in calculating the quorum present at the meeting and Regulations 94 to 97 (inclusive) in Table A will not apply to the Company.

10.2 Any Director (including an alternate Director) may participate in a meeting of the Directors, or a committee of the Directors of which he is a member by means of conference telephone, or other similar communicating equipment, whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner will be deemed to constitute presence in person at such

meeting.

## **11 GRATUITIES AND PENSIONS**

The Directors may exercise the powers of the Company conferred by clause 3.18 of the Memorandum of Association of the Company and will be entitled to retain any benefits received by them by reason of the exercise of such powers and Regulation 87 in Table A will not apply to the Company.

## **12 INDEMNITY**

Subject to the provisions of Section 310 of the Act and in addition to any indemnity to which they may otherwise be entitled whether pursuant to Table A or otherwise every Director, Secretary, Auditor or other official of the Company will be entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office including but without prejudice to the generality of the foregoing, any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding of omission or any material breach of duty on his part or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court from liability in respect of any act or omission, done or alleged to have been done by him as an officer or employee of the Company and from liability 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.

12.1 The Directors will have power to purchase and maintain for any Director, officer, official or auditor of the Company insurance against any such liability as is permitted in Section 310(1) of the Act.

### **13 THE SEAL**

13.1 If the Company does not have a seal, Regulation 6 and Regulation 101 in Table A will not apply to the Company.

13.2 If a seal is kept it will only be used by the authority of the Directors, or a committee of the Directors authorised by the Directors, and the Directors may determine who will sign any instrument to which the seal is affixed and unless otherwise so determined it will be signed by a Director and the Secretary or a second Director.

### **14 TRANSFER OF SHARES**

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 and the first sentence of Regulation 24 in Table A shall not apply to the Company.


Names and address of Subscribers

Number of shares taken by  
each Subscriber

Jembert Nominees Limited  
1st Floor  
Westgate Point  
Westgate  
Leeds LS1 2AX

  
AUTHORISED SIGNATORY One  
JEMBERT NOMINEES LIMITED

Jembert Formation Limited  
1st Floor  
Westgate Point  
Westgate  
Leeds LS1 2AX

  
AUTHORISED SIGNATORY  
JEMBERT FORMATION LIMITED

One  
====  
Two  
====

Dated this 24 day of Sept 2001

Witness to the above signatures

JEREMY ROWLAND  
of  
Ford & Warren  
Westgate Point  
Westgate  
Leeds  
West Yorkshire  
LS1 2AX

