

FILE COPY



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

Company No. 4437796

The Registrar of Companies for England and Wales hereby certifies that
G&G NOMINEES 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 14th May 2002



N04437796R



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B

12

Declaration on application for registration

Company Name in full

G&G NOMINEES LIMITED

I, JANE ELIZABETH DAY

of 164 DEFOE ROAD IPSWICH SUFFOLK IP1 6SA

do solemnly and sincerely declare that I am a ~~(person named as director or secretary of 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

Jane Day

Declared at

31-41 (2nd 1) Part 1 of 2

Day Month Year

On

0	9	0	5	2	0	0	2
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before me ①

1/ JONATHAN RANDUS

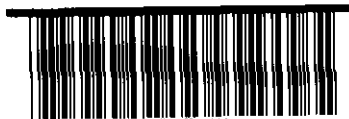
Signed

Date

9 MA/2002

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

Gotelee & Goldsmith
31-41 Elm Street, Ipswich, Suffolk, IP1 2AY



0418
11/05/02

Companies House receipt date barcode

Tel 01473 211121

DX number DX 3220

DX exchange Ipswich

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

Package: 'Laserform'
by Laserform International Ltd.

10

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

4437796

Company Name in full

G&G NOMINEES LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

31-41 ELM STREET

Post town IPSWICH

County / Region SUFFOLK

Postcode IP1 2AY

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

Postcode

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.

Gotelee & Goldsmith
31-41 Elm Street, Ipswich, Suffolk, IP1 2AY

Tel 01473 211121

DX number DX 3220

DX exchange Ipswich

Company



A06
COMPANIES HOUSE

0419
11/05/02

You have completed and signed the form please send it to the
r of Companies at:

ies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
anies registered in England and Wales

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)

JANE ELIZABETH

Surname

DAY

Previous forename(s)

Previous surname(s)

Address

164 DEFOE ROAD

Usual residential address

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

Post town

IPSWICH

County / Region

SUFFOLK

Postcode

IP1 6SA

Country

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

Consent signature

Janeday

Date

9.5.02

Directors (see notes 1-5)*Please list directors in alphabetical order***NAME** *Style / Title

*Honours etc

Forename(s)

JONATHAN FRANCIS

Surname

RANDS

Previous forename(s)

Previous surname(s)

Address

ANCIENT HOUSE CLUBS LANE

Usual residential address

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

Post town

BOXFORD

County / Region

SUFFOLK

Postcode

CO10 5HP

Country

Date of birth

Day Month Year

2 | 7 | 0 | 5 | 1 | 9 | 5 | 5

Nationality

BRITISH

Business occupation

SOLICITOR

Other directorships

GOTELEE & GOLDSMITH LIMITED

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

Consent signature

Date

9.6.02

Directors

(continued)

(see notes 1-5)

* Voluntary details

NAME *Style / Title

*Honours etc

Forename(s)

MARTIN

Surname

WHITWORTH OWEN

Previous forename(s)

Previous surname(s)

Address*Usual residential address*

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

31 STRICKMERE

Post town

STRATFORD ST MARY

County / Region

ESSEX

Postcode

CO7 6YG

Country

Date of birth

Day Month Year

1 9 0 2

1 9 5 9

Nationality

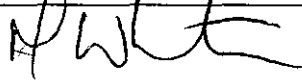
BRITISH

Business occupation

SOLICITOR

Other directorships

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

Consent signature**Date**

9.5.02

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

074126/20

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

G&G NOMINEES LIMITED

023321

1. The name of the Company is "G&G NOMINEES LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (a)
 - (i) to acquire by purchase, lease, exchange or otherwise office premises and accommodation for the purpose of leasing them or making them available to any person, firm or company;
 - (ii) to acquire by purchase, hire, exchange or otherwise office furniture and equipment of all kinds for the purpose of making it available for use by any person, firm or company;
 - (iii) to engage and hire professional, clerical, manual and other staff and employees, and to enter into agreements with such staff and employees with a view to allocating their services to any person, firm or company;
 - (iv) to provide or procure the provision by others of any service, need or requirement of any business nature required by any person, firm or company in or in connection with any business carried on by them including (without limitation) secretarial office and administrative services;
 - (v) to carry on all the activity of a general commercial company.
 - (b) To carry on any other trade or business which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with or as ancillary to any of the foregoing business or any business carried on by the Company.
 - (c) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, or which the Company shall consider to be in the nature of preliminary expenses including therein the cost of



advertising, commissions for underwriting, brokerage, printing and stationery (and expenses attendant upon the formation of agencies and local boards).

- (d) Upon any issue of shares, debentures or other securities of the Company, to engage or employ brokers, commission agents and underwriters, and to provide for the remuneration of such persons for their services by payment in cash, or by the issue of shares, debentures or other securities of the Company, or by the granting of options to take the same, or in any other manner allowed by law.
- (e) To purchase or otherwise by any means acquire all or any part of the business, property and liabilities of any company, society, partnership or person, formed for all or any part of the purposes within the objects of this Company, and to conduct and carry on, or liquidate and wind up, any such business.
- (f) To purchase, take on lease or otherwise acquire for the purposes of the Company, any estates, lands, buildings, easements or other interests in any real or personal property, and to sell, let on lease or otherwise dispose of or grant rights over any such property as may be necessary or convenient in connection with any business of the Company.
- (g) To purchase or otherwise acquire, erect, maintain, reconstruct, and adapt any offices, workshops, mills, plant, machinery and other things found necessary or convenient for the purposes of the Company.
- (h) To apply for and take out, purchase or otherwise acquire, protect, prolong and renew any patents, patent rights or inventions, copyright or secret processes, which may be useful for the Company's objects, and to grant licences to use the same.
- (i) To manufacture, buy, sell, and generally deal in any plant, machinery, tools, goods or things of any description, which in the opinion of the Company may be conveniently dealt with by the Company in connection with any of its objects.
- (j) To let on lease or on hire the whole or any part of the real and personal property of the Company on such terms as the Company shall determine.
- (k) To issue, or guarantee the issue of, or the payment of interest on, the shares, debentures, debenture stock, or other securities or obligations of any company or association, and to pay or provide for brokerage, commission and underwriting, in respect of any such issue.
- (l) To draw, accept and make, and to endorse, discount and negotiate, bills of exchange and promissory notes, and other negotiable instruments.
- (m) To borrow, or raise money and to secure the payment of any money borrowed or owing by any person or company by the issue of debentures, debenture stock (perpetual or terminable), bonds, mortgages, or any other securities, founded or based upon all or any of the property and rights of the Company, including its uncalled capital, or without any such security, and upon such terms as to priority or otherwise, as the Company shall think fit.

- (n) To guarantee or provide security, whether by a personal covenant or by mortgage or charge upon all or any part of the undertaking property and assets (present and future) and the uncalled capital of the Company, or by both such methods, the performance of any contracts or obligations, and the payment of capital or principal (together with any premium) and dividends or interest on any shares debentures or other securities, of any person firm or company including in particular (without limiting the generality of the foregoing) any company which is for the time being (within the meaning of Section 736 of the Companies Act 1985) a holding company of the Company or another subsidiary of any such holding company or is otherwise associated with the Company in business.
- (o) To receive money on deposit, with or without allowances of interest thereon.
- (p) To advance and lend money upon such security as may be thought proper, or without taking any security therefor.
- (q) To invest the monies of the Company not immediately required in such manner, other than in the shares of this Company, as from time to time may be determined.
- (r) To acquire by subscription, purchase or otherwise, and to accept and take, hold and sell, shares or stock in any company, society or undertaking, the objects of which shall, either in whole or in part, be similar to those of this Company, or such as may be likely to promote or advance the interests of this Company.
- (s) To establish agencies (and local boards) in Great Britain and elsewhere, and to regulate and discontinue the same.
- (t) To grant pensions allowances gratuities and bonuses and to provide for the welfare of officers, ex-officers, employees and ex-employees of the Company or its predecessors in business and the wives, widows and families of such persons, by grants of money, pensions or other payments, and establishing and maintaining trusts, funds, or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid and by providing or subscribing towards places of instruction and recreation, and hospitals, dispensaries, medical and other attendance, and other assistance, as the Company shall think fit, and to form subscribe to or otherwise aid charitable, benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.
- (u) From time to time to subscribe or contribute to any charitable, benevolent, or useful object of a public character (the support of which will, in the opinion of the Company, tend to increase its repute or popularity among its employees, its customers, or the public).
- (v) To enter into and carry into effect any arrangement for joint working in business, or for sharing of profits, or for amalgamation, with any other company, or any partnership or person, carrying on business within the objects of this Company.

- (w) To establish, promote and otherwise assist, any company or companies for the purpose of acquiring any of the property or furthering any of the objects of this Company.
- (x) To sell, dispose of, or transfer the business, property and undertakings of the Company, or any part thereof, for any consideration which the Company may see fit to accept.
- (y) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.
- (z) To distribute in specie or otherwise as may be resolved any assets of the Company among its members, and particularly the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this Company.
- (aa) To do all or any of the matters hereby authorised (in any part of the world) either alone or in conjunction with, or as factors, trustees or agents for any other companies or persons, or by or through any factors, trustees or agents.
- (bb) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses should be construed independently of each other and none of the objects therein contained shall be deemed to be merely subsidiary to the objects contained in any other sub-clause.

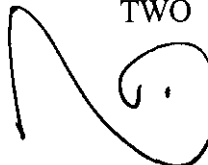
- 4. The Liability of the members is limited.
- 5. The share capital of the Company is One thousand pounds (£1000) divided into 1000 ordinary shares of £1 each with power to issue any of the Shares in the capital original or increased with or subject to any preferential special or qualified rights or conditions as regards dividends, repayment of capital, voting or otherwise.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

NUMBER OF SHARES
TAKEN BY EACH
SUBSCRIBER

JONATHAN FRANCIS RANDS
31-41 ELM STREET
IPSWICH
SUFFOLK
IP1 2AY

TWO


SOLICITOR

DATED this 9 day of May 2002

WITNESS to the above signatures:

Signature Jane Day

Name in full JANE DAY

Address 31-41 ELM STREET

..... IPSWICH

Occupation LEGAL ASSISTANT

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

G&G NOMINEES LIMITED

1 PRELIMINARY

- 1.1 The Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby and those Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Regulations of the Company.

2 INTERPRETATION

- 2.1 In these Regulations unless the context otherwise requires, singular includes plural and male includes female and vice versa and Regulation 1 of Table A shall be varied accordingly.

3 PRIVATE COMPANY

- 3.1 The Company is a private company limited by shares and accordingly:-
- 3.1.1 any offer to the public (whether for cash or otherwise) of any shares or debentures in the Company is prohibited;
- and
- 3.1.2 any allotment or agreement to allot (whether for cash or otherwise) any shares or debentures in the Company with a view to all or any of them being offered for sale to the public is prohibited.

4 SHARE CAPITAL

- 4.1 The share capital of the Company at the date of the adoption of this Article is One thousand pounds (£1,000) divided into 1,000 ordinary shares of £1 each.

- 4.2 All dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
- 4.3 Regulation 104 of Table A shall not apply.
- 4.4 Subject to Section 125 of the Act, if at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class.
- 4.5 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

5 LIEN

- 5.1 The Company shall have a first and paramount lien on all shares (whether fully paid or not) registered in the name of any person indebted or under any liability to the Company, whether he shall be the sole registered holder thereof or one of two or more joint holders, for all monies presently payable by him or his estate to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.
- 5.2 Regulation 8 of Table A shall not apply.

6 ALLOTMENT OF SHARES

- 6.1 The Directors of the Company are authorised for the purposes of Section 80 of the Act during the period of three years from the date of the adoption of this Article to allot grant options over or otherwise dispose of the shares in the capital of the Company which are unissued at the date of the adoption of this Article to such persons at such times and on such conditions as they think fit and provided that no share shall be issued at a discount.
- 6.2 Subject to preceding Article 6.1, any unissued shares shall, before they are issued, first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and 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 shall 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 shall be made in like terms in the same manner and limited by a like 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 shall 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 shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this Article shall have effect subject to Section 80 of the Act.

- 6.3 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.

7 FORMALITIES ON SHARE TRANSFERS

- 7.1 The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid or the Directors resolve otherwise, by or on behalf of the transferee.
- 7.2 In addition and without prejudice to the other provisions of these Articles regarding the right to transfer shares, the Directors may refuse to register the transfer of any share on which the Company has a lien. They may also refuse to register a transfer unless:-
- 7.2.1 it is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and
- 7.2.2 it is in respect of only one class of shares; and
- 7.2.3 it is in favour of not more than four transferees; and
- 7.2.4 the relevant provisions of Article 17 have been complied with.
- 7.2.5 Regulations 23 and 24 of Table A shall not apply.

8 GENERAL MEETINGS

- 8.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and the next. The annual general meeting shall be held at such time and place as the Directors shall appoint.
- 8.2 Every notice convening a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members with regard to their right to appoint proxies, and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the Directors and to the auditor for the time being of the Company.

9 PROCEEDINGS AT GENERAL MEETINGS

- 9.1 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.
- 9.2 No business shall be transacted at any meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided two members present in person or by proxy shall be a quorum. Regulation 40 of Table A shall not apply.
- 9.3 If such quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, 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 specify by not less than one week's notice given to all members of the Company and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved. Regulation 41 of Table A shall not apply.
- 9.4 Unless otherwise determined by Ordinary Resolution, the number of Directors (other than Alternate Directors) shall not be less than one and shall not be subject to any maximum. In the event of the minimum number of Directors fixed by or pursuant to these Articles being one, a sole Director may act and exercise all the powers expressed by the Regulations of the Company to be vested in the Directors generally and Regulations 89 of Table A shall be modified accordingly. Regulation 64 of Table A shall not apply.
- 9.5 The Chairman of any General Meeting or of a Meeting of the Directors or of a Committee of the Directors shall not have a second or casting vote in the case of an equality of votes and regulations 50 and 88 of Table A shall be modified accordingly.

10 ALTERNATE DIRECTORS

- 10.1 Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company.
- 10.2 An alternate Director so appointed shall not be entitled as such to receive any remuneration otherwise payable to his appointor except as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.

- 10.3 An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all General Meetings.
- 10.4 The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting.
- 10.5 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director.
- 10.6 Regulations 65 to 69 inclusive of Table A shall not apply.

11 POWERS OF DIRECTORS TO BORROW MONEY AND ISSUE CHEQUES

- 11.1 In addition and without prejudice to the powers conferred by Regulation 70 of Table A, the Directors may exercise all 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 to mortgage or charge its undertaking property and uncalled capital or any part thereof and, subject to Section 80 of the Act, to issue debentures and debenture stock, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 11.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Directors shall from time to time by resolution determine.

12 APPOINTMENT AND REMOVAL OF DIRECTORS

- 12.1 The Directors shall not retire by rotation and Regulations 73 to 80 inclusive of Table A shall not apply.
- 12.2 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.
- 12.3 For the purposes of this Article "majority shareholder" means the person or persons for the time being who are the registered holders of the majority of the Company's issued shares including the person or persons entitled to be so registered.
- 12.4 The majority shareholder may from time to time and at any time or times by a written notice signed by him and given to every Director and member other than him appoint any person or persons who is or are willing to act to be a Director or Directors of the

Company to fill a vacancy, as an additional Director or Directors or in place of a Director removed from office under the succeeding provisions of this Article or Section 303 of the Act.

The provisions of Regulations 111 to 116 inclusive of Table A shall apply mutatis mutandis regarding the giving of notices.

- 12.5 The majority shareholder may by complying with the formalities set out in Article 12.4 in like fashion from time to time and at any time or times remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
- 12.6 The provisions of this Article shall be in addition and without prejudice to the provisions of Section 303 of the Act. It shall not be necessary to give special notice as defined by Section 379 of the Act of any removal or intended removal of a Director from office under the powers contained in this Article.
- 12.7 Regulation 81 of Table A shall be read and construed as if the following paragraph were added to clause (c) thereof:-

"(iii) he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs, or"

13 DIRECTORS MEETINGS

- 13.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors, by giving reasonable notice to all the Directors, being not less than fourteen days notice or such lesser period as all the Directors may agree in any particular case. Questions arising at a meeting shall be decided by a majority of votes provided that no resolution shall be passed which is not approved by a Director who is also the majority shareholder. A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 13.2 It shall not be necessary to give notice of any Directors' meetings to any Director who is not a shareholder of the Company. Regulation 88 of Table A shall not apply.
- 13.3 Every Director shall disclose the nature and extent of any material interest of his at the meetings of the Directors as required by Section 317 of the Companies Act 1985.
- 13.4 A Director may vote at any meeting of the Directors or of any Committee of the Directors on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has directly or indirectly any kind of interest whatsoever and if he shall vote on any such resolution his vote shall be counted in relation to such a resolution and in relation to such a resolution he shall be taken into account in calculating the quorum present at the meeting whether or not he shall vote on the resolution.

13.5 Regulations 94 to 97 inclusive of Table A shall not apply to the Company.

14 SECRETARY

14.1 No person shall be appointed or hold office as secretary who is:-

14.1.1 the sole Director of the Company; or

14.1.2 a Corporation the sole Director of which is the sole Director of the Company; or

14.1.3 the sole Director of a Corporation which is the sole Director of the Company.

14.2 A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

15 MINUTES

15.1 It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meetings and Regulation 100 of Table A shall be construed accordingly.

16 DIVIDENDS

16.1 The Directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company.

17 TRANSFER OF SHARES

17.1 Any member who intends to transfer or dispose of any share or shares or any interest therein (hereinafter called "the Vendor") shall give notice in writing (hereinafter called "a Transfer Notice") to the Directors of his or her intention specifying the number of shares which he or she wishes to transfer or dispose of as aforesaid. Such notice shall be deemed to constitute the Directors his or her agent for the sale of the share or shares specified therein (hereinafter called "the Sale Shares") in one or more lots at the discretion of the Directors to the other members of the Company at such price per share (hereinafter called "the Transfer Price") as may be agreed between all the Directors and the Vendor within three months of the date upon which Transfer Notice shall have been served or deemed to have been served (or such lesser period as the Vendor and the Directors may agree or in default of such agreement such price per share as shall within one month of being requested so to do (or such longer period as the Directors may at their discretion allow) be certified in writing by the auditors for the time being of the company (hereinafter called "the Auditors") to be the fair value of each such share as between a willing vendor and a willing purchaser on the basis of the fair value of the business of the Company as a going concern at the date of the Transfer Notice and without taking account of the size of the shareholding of the Vendor or any special interest of the intending purchaser or purchasers.

17.2 The Auditors shall be deemed to be acting as experts and not as arbitrators for the purposes of this Clause, and their decision on any matter made under the provisions of

this Article shall be final and binding upon the parties. The provisions of the Arbitration Act 1996 shall not apply. In fixing the Transfer Price the Auditors shall have power to determine how the costs of fixing it shall be borne.

- 17.3 A Transfer Notice shall (unless expressly provided otherwise) be deemed to contain provision that unless all the Sale Shares are sold by the Company pursuant to this regulation none shall be so sold and any such provision shall be binding on the Company.
- 17.4 Immediately upon the Transfer Price being agreed or certified as aforesaid, the Directors shall forthwith by notice in writing inform each Member other than the Vendor of the number and price of the Sale Shares and invite each such Member to apply in writing to the Company within twenty-one days of dispatch of the notice (which date shall be specified therein) (hereinafter called "the Prescribed Period") for such maximum number of the Sale Shares (being all or any thereof) as he or she shall specify in such application.
- 17.5 If the said Members shall within the Prescribed Period apply for all or (except where the Transfer Notice provides otherwise) any of the Sale Shares, the Company shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) first, to and amongst the applicants who are registered in respect of shares of the same class (and in case of competition pro rata according to the number of shares of such class of which they are registered or unconditionally entitled to be registered) and secondly (if any of the Sale Shares shall remain after such applicants have been satisfied in full), to and amongst the remaining applicants (and in case of competition pro rata according to the number of shares in the Company in respect of which they are registered or unconditionally entitled to be registered as holders) provided that no applicant shall be obliged to take more than the maximum number of shares specified by him or her as aforesaid.
- 17.6 The Vendor shall be bound to transfer the Sale Shares comprised either in an allocation notice to the purchasers named therein at the time and place therein specified or (if the Company elects, pursuant to Article 17.7 hereof) comprised within a repurchase to repurchase the Sale Shares or any of them notice issued in accordance with Article 17.7. If the Vendor shall fail to do so, the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the Sale Shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his or her name being entered in the register of members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor.
- 17.7 If within the Prescribed Period the Company shall not find purchasers for all of the Sale Shares specified in the Transfer Notice it shall forthwith give notice in writing to that effect to the Vendor and the Vendor shall be at liberty during the period of 30 days immediately following the expiry of the Prescribed Period to transfer (subject always to the provisions of Article 17.8) all (but not a part only) of the Sale Shares to any person and at a price not lower than the Transfer Price and on terms no less favourable than

those offered in the Transfer Notice subject always to furnishing to the Company such evidence of such price and terms as it may reasonably require and PROVIDED THAT, if the Directors shall so resolve, the Company may when giving notice under this Article 17.7 inform the Vendor that the Company will, subject to and in accordance with the provisions of Chapter VII of Part V of the Act, as soon as practicable purchase all the Sale Shares at the Transfer Price (or, if the Directors so resolve subject to the written agreement of any Member or Members who have applied pursuant to Article 17.5 hereof to purchase any of the Sale Shares, all of the Sale Shares for which Member purchasers have not been found) and such notice shall be binding upon the Company and the Vendor and (according to the case) the Member or Members in question who shall respectively take all steps within their respective powers for carrying such purchase into effect.

18 THE SEAL

18.1 If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or a second Director. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

18.2 Clause 101 of Table A shall not apply to the Company.

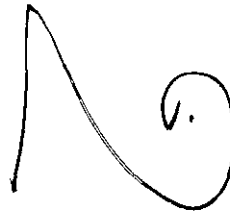
19 INDEMNITY

19.1 The Company may in such manner as may be permitted by law take out and maintain (or pay the expenses of any of its officers personally taking out and maintaining) insurance covering any of its officers for liabilities incurred by them by reason of their being officers of the Company. Article 118 of Table A shall also apply.

NAMES, ADDRESSES AND DESCRIPTIONS OF
SUBSCRIBERS

JONATHAN FRANCIS RANDS
31-41 ELM STREET
IPSWICH
SUFFOLK
IP1 2AY

SOLICITOR



DATED this 9th day of May 2002

WITNESS to the above signatures:

Signature Jane Day

Name in full JANE DAY

Address 31-41 ELM STREET

..... IPSWICH

Occupation LEGAL ASSISTANT

[COM.GG/articles]