

FILE COPY



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

Company No. 4702170

The Registrar of Companies for England and Wales hereby certifies that
LUDGATE 299 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 19th March 2003



N047021708



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Package: 'Laserform'
by Laserform International Ltd.

12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

Company Name in full

4702170
LUDGATE 299 LIMITED

I, ANTHONY GORDON

of Victoria Lodge, 89 Victoria Street, St Albans, Hertfordshire AL1 3XX

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.

† Please delete as appropriate.

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

Anthony R Gordon

Declared at 7 PILGRIM STREET, LONDON EC4V 6LB

Day Month Year

On 1 3 0 3 2 0 0 3

① Please print name.

before me ① EDWARD HOARE

Signed

Edward Hoare

Date 13 March 2003

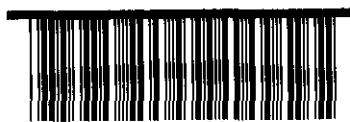
† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

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.

Hobson Audley
7 Pilgrim Street
London
EC4V 6LB

ARG/CD/30147306
DX number 401

Tel 020 7450 4500
DX exchange London



A07 0012
COMPANIES HOUSE 15/03/03

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

Company Name in full

LUDGATE 299 LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

7 PILGRIM STREET

Post town

LONDON

County / Region

Postcode

EC4V 6LB

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

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Faegre Benson Hobson Audley (Ref: CMD/30230009)

7 Pilgrim Street

London EC4V 6LB

Tel 020 7450 4500

DX number DX 401

DX exchange LONDON

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

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for companies registered in England and Wales 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

LUDGATE 299 LIMITED

NAME

*Style / Title

N/A

*Honours etc

N/A

* Voluntary details

Forename(s)

N/A

Surname

LUDGATE SECRETARIAL SERVICES LIMITED

Previous forename(s)

N/A

Previous surname(s)

N/A

Address ††

7 PILGRIM STREET

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

☐

Post town

LONDON

County / Region

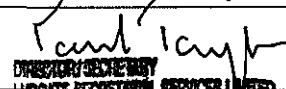
Postcode

EC4V 6LB

Country

UNITED KINGDOM

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

Consent
DIRECTOR/SECRETARY
LUDGATE SECRETARIAL SERVICES LIMITED**Date** 6 March 2003**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

N/A

*Honours etc

N/A

Forename(s)

N/A

Surname

LUDGATE NOMINEES LIMITED

Previous forename(s)

N/A

Previous surname(s)

N/A

Address ††

7 PILGRIM STREET

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

☐

Post town

LONDON

County / Region

Postcode

EC4V 6LB

Country

UNITED KINGDOM

Date of birth

Day Month Year

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

Nationality

N/A


Business occupation

N/A

Other directorships

N/A

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

Consent signature
DIRECTOR/SECRETARY
LUDGATE NOMINEES LIMITED**Date** 6 March 2003

Directors

(see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

N/A

*Honours etc N/A

Forename(s)

N/A

Surname

LUDGATE SECRETARIAL SERVICES LIMITED

Previous forename(s)

N/A

Previous surname(s)

N/A

Address ††

7 PILGRIM STREET

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

☐

Post town

LONDON

County / Region

Postcode

EC4V 6LB

Country

Day Month Year

Date of birth

Nationality

N/A

Business occupation

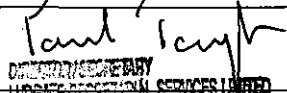
N/A

Other directorships

N/A

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

Consent signature


 DIRECTOR/SECRETARY
 LUDGATE SECRETARIAL SERVICES LIMITED

Date 6 March 2003

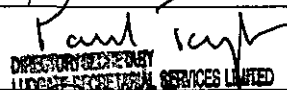
This section must be signed by*Either***an agent on behalf of all subscribers**

Signed

Date

Or the subscribers

Signed


 DIRECTOR/SECRETARY
 LUDGATE SECRETARIAL SERVICES LIMITED

Date 6 March 2003

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

Signed


 DIRECTOR/SECRETARY
 LUDGATE SECRETARIAL SERVICES LIMITED

Date 6 March 2003

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.

038263

1500
2

045875

045875

Company No:

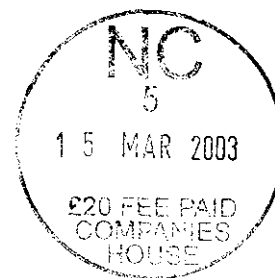
THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

LUDGATE 299 LIMITED



1. The Company's name is LUDGATE 299 LIMITED
2. The Company's registered office is to be situated in England
3. The Company's objects are:-
 - (1) To carry on business as a general commercial company; to carry on the businesses of manufacturers, exporters, importers, agents, brokers, general merchants and dealers in goods, commodities and raw materials of every description both wholesale and retail; to carry on the business of carriers, shipping and forwarding agents, warehousemen, storage and store-keepers and also the business of the provision of services of all or any description.
 - (2) To carry on the business of a holding, management and investment company and to develop, improve, hold as an investment and undertake the management of any property of whatsoever nature, or any interest therein as owners, trustees, agents, or otherwise and generally to acquire, deal in, hold, dispose of or turn to account any buildings, estates, lands, plant and equipment, commodities, options, shares, stocks, debentures, bonds, loans, annuities and investments and securities of any description, businesses, policies of insurance, patents and licences and other such property or rights for or on behalf of any company, whether subsidiary or not; to provide company secretarial accounting, and general office services and to act as manufacturers and brokers of and agents for and distributors of goods and services of all kinds, to tender for and to place contracts and investments on behalf of any person, firm or company, to co-ordinate and administer the policies and trading activities of any companies with which the company may be associated, and generally to act as factors, financiers, concessionaires, capitalists and underwriters and to guarantee and secure the payment of money or performance or fulfilment of contracts and obligations by any company, firm or person and to advance money and lend assets of any description, with or without security, and on such terms and in such manner as may from time to time seem expedient.

- (3) To carry out such operations and to manufacture or deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or part of the business, property or liabilities of any other person or company) as may seem to the Board of Directors directly or indirectly to advance the interests of the Company.
- (4) To carry on any other trade or business whatsoever which in the opinion of the Board of Directors can be advantageously carried on by the Company or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
- (5) To enter into such commercial or other transactions in connection with any trade or business of the Company as may seem desirable to the Board of Directors for the purpose of the Company's affairs.
- (6) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, trade marks, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for purposes of or in connection with the Company's businesses or any of them or any branch or department thereof.
- (7) To erect, construct, lay down, enlarge, alter and maintain any shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (8) To acquire by purchase, subscription, contract, concession, exchange, tender or otherwise howsoever shares, stock, debentures, debenture stock, loan stock, bonds, notes, obligations and securities of all kinds and descriptions issued or guaranteed by any company, corporation, firm or person constituted or carrying on business of any kind or description in any part of the world and any other real or personal property of any kind or description whatsoever.
- (9) To co-ordinate, finance and manage all or any part of the operations of any company.
- (10) To enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds.
- (11) To borrow money and raise money and secure or discharge any debt or obligations of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real or heritable and personal or moveable property (present and future) and the uncalled capital for the time being of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description.

- (12) To guarantee support and/or secure either with or without consideration the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person and in particular (but without prejudice to the generality of the foregoing) of any company which is, for the time being, the Company's holding company or its subsidiary or another subsidiary of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- (13) To make loans or advances or extend credit to any person, firm or company with or without security and upon such terms as the Board of Directors may approve and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested.
- (14) To receive money on deposit or loan upon such terms as the Board of Directors may approve and generally to act as bankers for customers and others.
- (15) To apply for, purchase or otherwise acquire and hold any patents, trade marks, brevets d'invention, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights and information so acquired.
- (16) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants or experts or agents.
- (17) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (18) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall in the opinion of the Board of Directors be in any manner calculated to advance directly or indirectly the objects or interests of the Company and to acquire, hold, or dispose of shares, stocks, or securities issued by or any other obligations of any such company.
- (19) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable or transferable instruments.

- (3) To carry out such operations and to manufacture or deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or part of the business, property or liabilities of any other person or company) as may seem to the Board of Directors directly or indirectly to advance the interests of the Company.
- (4) To carry on any other trade or business whatsoever which in the opinion of the Board of Directors can be advantageously carried on by the Company or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
- (5) To enter into such commercial or other transactions in connection with any trade or business of the Company as may seem desirable to the Board of Directors for the purpose of the Company's affairs.
- (6) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, trade marks, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for purposes of or in connection with the Company's businesses or any of them or any branch or department thereof.
- (7) To erect, construct, lay down, enlarge, alter and maintain any shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (8) To acquire by purchase, subscription, contract, concession, exchange, tender or otherwise howsoever shares, stock, debentures, debenture stock, loan stock, bonds, notes, obligations and securities of all kinds and descriptions issued or guaranteed by any company, corporation, firm or person constituted or carrying on business of any kind or description in any part of the world and any other real or personal property of any kind or description whatsoever.
- (9) To co-ordinate, finance and manage all or any part of the operations of any company.
- (10) To enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds.
- (11) To borrow money and raise money and secure or discharge any debt or obligations of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real or heritable and personal or moveable property (present and future) and the uncalled capital for the time being of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description.

- (12) To guarantee support and/or secure either with or without consideration the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person and in particular (but without prejudice to the generality of the foregoing) of any company which is, for the time being, the Company's holding company or its subsidiary or another subsidiary of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- (13) To make loans or advances or extend credit to any person, firm or company with or without security and upon such terms as the Board of Directors may approve and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested.
- (14) To receive money on deposit or loan upon such terms as the Board of Directors may approve and generally to act as bankers for customers and others.
- (15) To apply for, purchase or otherwise acquire and hold any patents, trade marks, brevets d'invention, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights and information so acquired.
- (16) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants or experts or agents.
- (17) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (18) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall in the opinion of the Board of Directors be in any manner calculated to advance directly or indirectly the objects or interests of the Company and to acquire, hold, or dispose of shares, stocks, or securities issued by or any other obligations of any such company.
- (19) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable or transferable instruments.

- (20) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon any investments and any manner whatsoever.
- (21) To pay for any property or rights acquired by the Company either in cash or fully or partly paid up shares, with or without preferred or deferred or 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 mode and partly in another and generally on such terms as the Board of Directors may determine.
- (22) To accept payment for any property or rights 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 or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another and generally on such terms as the Board of Directors may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (23) To act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, co-operation, joint venture or otherwise) with other persons or companies as may seem to the Board of Directors to advance the interests of the Company and to vest any property of the Company in any person or company on behalf of the Company and with or without any declaration of trust in favour of the Company.
- (24) To apply for, promote and obtain any Act of Parliament, Charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem to the Board of Directors to be expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
- (25) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.
- (26) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or

company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company.

- (27) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Board of Directors may think fit.
- (28) To pay or to provide or to make such arrangements for providing such gratuities, pensions, benefits, share option and acquisition schemes, loans and other matters and to establish, support, subsidise and subscribe to any institutions, associations, clubs, schemes, funds or trusts (whether to or for the benefit of present or past directors or employees of the Company or its predecessors in business or of any company which is a subsidiary company of the Company or is allied to or associated with the Company or with any such subsidiary company or to or for or for the benefit of persons who are or were related to or connected with or dependants of any such directors or employees) as may seem to the Board of Directors directly or indirectly to advance the interests of the Company.
- (29) To aid the establishment and support of any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (30) To contribute to or support any public, general, political, charitable, benevolent or useful object which it may seem to the Board of Directors to be in the interests of the Company or its members to contribute to or support.
- (31) To distribute among the members in specie any property or assets of the Company.
- (32) To pay or agree to pay all or any of the promotion, formation and registration expenses of the Company.
- (33) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors, or otherwise.
- (34) To do all such other things as may be considered by the Board of Directors of the Company to further the interests of the Company or to be incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that (a) the objects set forth in each sub-Clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto and (b) the objects of the Company as specified in each of the foregoing paragraphs of this

Clause shall be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraphs or the order in which the same occur and (c) the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere.

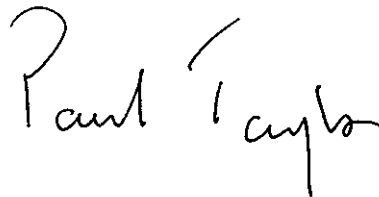
4. The liability of the members is limited.
5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.

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

Names and Addresses of Subscribers

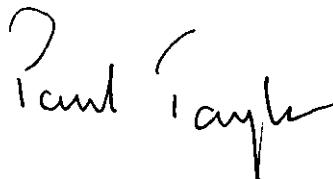
Number of shares
taken by each
Subscriber

Ludgate Nominees Limited
7 Pilgrim Street
London
EC4V 6LB



1

Ludgate Secretarial Services Limited
7 Pilgrim Street
London
EC4V 6LB



1

Total shares taken

2

Dated 6 March 2003

Witness to the above signatures:

Charmaine Monica Davis
35 Garner Road
Walthamstow
London
E17 4HE



Secretary

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

LUDGATE 299 LIMITED

PRELIMINARY

1. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the Company save insofar as they are excluded or varied hereby
2. The regulations of Table A numbered 8, 24, 50, 64 to 69, 73 to 81, and 94 to 98 shall not apply to the Company, and in lieu thereof and in addition to the remaining regulations of Table A (as may be hereby varied), the following shall be the regulations of the Company

PRIVATE COMPANY

3. The Company is a private company within the meaning of the Companies Act 1985 ("the Act")

SHARES

4. All unissued shares (whether forming part of the original or any increased capital) shall, before issue, be offered on identical terms to all the members in proportion as nearly as circumstances permit (fractions being disregarded) to the amount of the existing issued shares of which they are the holders. Any such offer shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (being not less than twenty-eight days unless the member to whom the offer is to be made otherwise agrees) within which the offer, if not accepted, shall be deemed to be declined. Subject as aforesaid and to the provisions of Section 80 of the Act, the shares of the Company, whether forming part of the original capital of the Company or subsequently created, shall be under the control of the Directors, who may allot, issue or grant options over or otherwise dispose of such shares and may determine the rights to be attached thereto and the terms upon which they be allotted or issued. In accordance with Section 91 of the Act, sub-section (1) of Section 89 and sub-sections (1) to (6) inclusive of Section 90 of the Act shall be excluded from applying to the Company

TRANSFER OF SHARES

5. (1) Any share may be transferred by a member to any spouse or child of such member or to a trust or trusts for the sole benefit of the children of such member and any share of a deceased member may be transferred to such persons or trusts by his personal representatives. Subject as aforesaid no shares in the capital of the Company may be transferred to any person unless and until the rights of pre-emption conferred by this Article shall have been exhausted
- (2) Every member who shall wish to dispose of his shares in the capital of the Company ("the Vendor") shall serve the Company with a notice in writing ("the Transfer Notice"). The Transfer Notice shall be in respect of not less than 10% of the shares in the Company held by the Vendor, shall specify the number and class of shares to which it relates, the name of the proposed transferee and shall constitute the Company the agent of the Vendor for the sale of such shares on the terms and conditions set out below and at the price determined in accordance with paragraph (3) of this Article
- (3) For the purposes of paragraph (2) above the price at which the shares comprised in the Transfer Notice may be sold ("the Transfer Price") shall be as agreed between the Vendor and the other members or, failing agreement, shall be such price as shall be certified by the Auditors of the Company for the time being to be in their opinion the fair value thereof and for the purpose of ascertaining the fair value thereof the Auditors shall value the shares comprised in the Transfer Notice at such proportion of the total value of the shares in issue as the number of shares comprised in the Transfer Notice bears in relation to the total number of shares in issue due discount being given for minority interest and in so certifying the fair value the Auditors shall be deemed to be acting as experts and not as arbitrators and accordingly the Arbitration Acts 1950 and 1979 and any statutory modification or re-enactment thereof for the time being in force shall not apply. If either the Vendor or any other member of the Company disagrees with the Transfer Price as certified by the Auditors for the time being of the Company the person concerned may within 14 days of being notified of the Transfer Price elect that the Transfer Price shall be certified (on the basis specified above) by an independent firm of Accountants to be nominated (in default of agreement between the Vendor and the other members) by the President for the time being of the Institute of Chartered Accountants in England and Wales. In the event of any difference between the Transfer Price certified by the Auditors for the time being of the Company and such independent Accountants (who shall be deemed to be acting as experts and not as arbitrators) the price certified by the independent Accountants shall prevail and shall be the Transfer Price
- (4) Upon the Transfer Price being determined the Vendor may by notice in writing to the Directors within 7 days of being notified of the Transfer Price revoke the Transfer Notice and in such event the costs of the valuation of the shares shall be borne exclusively by the Vendor. Save as aforesaid the Transfer Notice shall not be revocable except with the sanction of the Directors

- (5) If after the expiry of the 7 day period referred to in paragraph (4) above the Transfer Notice shall not have been revoked as aforesaid then the Directors shall offer at the Transfer Price any shares comprised in a Transfer Notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their respective holdings of shares in the Company and shall limit the time (being 30 days following the date of such offer) within which such offer if not accepted in whole or in part shall be deemed to be declined, and shall notify to such persons that any such person who desires to purchase shares in excess of his said proportion shall in his reply state how many additional shares he desires to purchase at the Transfer Price, and if all such persons do not accept their said proportions in full, the unaccepted shares shall be used for satisfying the said claims for additional shares. If there shall be insufficient of the said unaccepted shares to satisfy in full all such claims for additional shares, the said unaccepted shares shall be distributed amongst persons making such claims as nearly as may be in proportion to the said respective holdings of shares in the Company, provided that no person shall be bound to take more additional shares than those he shall have offered to purchase
- (6) Subject as otherwise provided by the next following paragraph upon the acceptance of all the shares comprised in a Transfer Notice the Vendor shall be bound on payment of the Transfer Price to transfer his shares to the purchaser or purchasers and if the Vendor shall make default in so doing then the Company may receive and give a good discharge in respect of the purchase money on behalf of the Vendor and the Directors shall authorise some person to transfer the shares sold to the purchaser or purchasers and shall enter the name or names of the purchaser or purchasers in the Register of Members as holder or holders by transfer of the shares purchased by him or them and after such entry shall have been made in the Register of Members in the exercise of the aforesaid powers the validity of the transaction shall not be questioned by any person
- (7) In the event of the whole of the shares comprised in the Transfer Notice not being accepted under this Article the Vendor shall be under no obligation to sell any of the shares comprised in the Transfer Notice to any members who may have accepted the same pursuant to the foregoing paragraph of this Article and the Vendor may (subject to paragraph (10) of this Article) at any time within six months after the Transfer Notice was given sell such shares to any person at not less than the Transfer Price
- (8) In the event of the death of any member, the personal representatives of the deceased member shall be deemed to have served the Company with a Transfer Notice pursuant to paragraph (2) of this Article in respect of all shares registered in the name of the deceased member at the date of his death and not so transferred, and all the provisions of this Article shall have effect accordingly, save that such Transfer Notice shall not be revocable
- (9) If any member shall be adjudged bankrupt, his Trustee in Bankruptcy shall be deemed to have served the Company with a Transfer Notice pursuant to paragraph (2) of this Article in respect of all the shares registered in the name

of the bankrupt member at the date of such adjudication, and all the provisions of this Article shall have effect accordingly, save that such Transfer Notice shall not be revocable

- (10) Subject to the foregoing provisions of this Article, no transfer of any share in the capital of the Company shall be made or registered without the previous sanction of the Directors, who may in their absolute and uncontrolled discretion, without assigning any reason, refuse to give such sanction
 - (11) With the consent in writing of all the members for the time being of the Company the provisions of this Article may be waived by the Directors in whole or in part in a particular case
6. The Transferor of a share shall be deemed to remain the holder of the share until the name of the Transferee is entered in the Register in respect thereof

LIEN

7. The Company shall have a first and paramount lien on every share, whether fully paid or not, registered in the name of any person, whether as sole or joint holder, indebted to the Company for all moneys due to the Company, whether in respect of that share or not. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to any dividend payable in respect of it. The registration of a transfer of a share shall operate as a waiver of any lien of the Company thereon

DIRECTORS

8. (1) Unless and until otherwise determined by ordinary Resolution of the Company the minimum number of Directors excluding alternate directors shall be one and in the event of there being a sole Director, he shall have all the powers and be subject to all the provisions herein conferred on the Directors and he or any alternate Director appointed by him shall alone constitute a quorum of any meeting of the Directors and there shall be no maximum number of Directors
- (2) A Director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a Director by reason of his attaining the age of 70 or any other age and Section 293 of the Act shall not apply to the Company
9. (1) The Directors shall have the power to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, subject to any maximum for the time being in force
- (2) The Company may by ordinary resolution appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, subject to any maximum for the time being in force
10. Any Director who is appointed to any executive office or who serves on any committee or who otherwise performs services, in the opinion of the Directors,

outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may from time to time determine

POWERS AND DUTIES OF DIRECTOR

11. Subject to making such disclosures and declarations of his interest as are required by Section 317 of the Act, a Director may contract with and participate in the profits of any contract with the Company as if he were not a Director, and may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom. A director may also vote in respect of any contract or arrangement in which he is interested and shall be counted in the quorum present at the meeting
12. A Director may hold any other office or place of profit under the Company other than that of auditor or of secretary if he be a sole Director, at such remuneration and upon such terms as the Directors may determine. Any Director may act by himself or his firm in a professional capacity for the Company other than as auditor, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director

PROCEEDINGS OF DIRECTORS

13. Subject as provided in Article 8(1) above the quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two. Meetings of the Directors may be held by telephone and for the purposes of determining whether the quorum necessary for the transaction of the business of the Directors exists at any meeting of the Directors, in addition to the Director of Directors or their alternates present at the Meeting any Director or alternate Director in telephonic communication with such meeting shall be counted in the quorum.

MANAGING DIRECTOR

14. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period and on such terms and at such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as they may think fit, and subject to the terms of any agreement entered into in any particular case, the Directors may at any time revoke such appointment, which shall be automatically determined if the person or persons appointed shall cease for any reason to be a Director
15. The Directors may from time to time entrust to and confer upon a Managing Director or Managing Directors as a Committee all or any of the powers exercisable by the Directors (including the power to make calls, issue, allot or forfeit shares or issue debentures) upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers

DISQUALIFICATION OF DIRECTORS

16. The office of a Director shall be vacated if :
- (i) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (ii) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
 - (iii) he becomes of unsound mind; or
 - (iv) he resigns his office by notice in writing to the Company; or
 - (v) the Company shall so resolve by an Extraordinary Resolution at an Extraordinary General Meeting

ALTERNATE DIRECTORS

17. Each Director shall have the power at any time to appoint to the office of an alternate Director either another Director or any other person approved for that purpose by the other Directors (such approval not to be unreasonably withheld), and may at any time remove from office any alternate Director so appointed by him
18. The appointment of an alternate Director shall automatically determine on any of the following events :
- (i) if his appointor shall determine the appointment;
 - (ii) on the happening of any event which, if he were a Director, would cause him to vacate the office of Director;
 - (iii) if by writing under his hand he shall resign such appointment; or
 - (iv) if his appointor shall cease for any reason to be a Director
19. An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notice of meetings of the Directors and of any Committee of the Directors of which appointor is a member and to attend, to vote and be counted for the purpose of a quorum at any meeting of the Directors at which his appointor is not personally present and generally to perform all the functions of his appointor as a Director in his absence
20. An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director but shall not in respect of such appointment be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director

21. 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
22. Subject to the provisions of this Article, the provision of these Articles and of the Regulations of Table A which apply to the Company relating to Directors shall apply to every alternate Director except that he shall not have power as such alternate Director to appoint any Director or other person as his alternate
23. Every appointment and removal of an alternate Director shall be in writing signed by or on behalf of the appointor and shall take effect (subject to any approval required by Article 17) upon receipt of such written appointment or removal at the registered office of the Company or by the Secretary
24. Whenever a Director is also an alternate Director his rights and powers as such alternate Director shall be additional to and separate from those which he has as Director, and in particular he shall be entitled to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

ASSOCIATE DIRECTORS

25. (1) The Directors may from time to time appoint any manager or other officer or person in the employ of the Company or any subsidiary company of the Company to be an Associate Director of the Company. Any Associate Director so appointed may be removed by resolution of the Directors at any time and without the giving of any reason or any notice in that behalf
- (2) An Associate Director appointed under this Article shall not be required to hold any shares in the Company to qualify him for such office
- (3) An Associate Director shall not while he continues to hold office be taken into account in calculating the number to form a quorum at any meeting of the Directors
- (4) The appointment, continuance in office, removal, powers, duties and remuneration of the Associate Director or any of them shall be determined by the Directors
- (5) An Associate Director shall not except with and to the extent sanctioned by the Directors:
 - (i) have any right of access to the books of the Company;
 - (ii) be entitled to receive notice of or to attend at the meetings of the Directors;
 - (iii) be entitled to exercise any of the powers, duties or rights of the Directors individually or collectively.

INDEMNITY

26. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Sections 144, 145 or 727 of the Act, in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act

Names and Addresses of Subscribers

Ludgate Nominees Limited
7 Pilgrim Street
London
EC4V 6LB

Paul Taylor

Ludgate Secretarial Services Limited
7 Pilgrim Street
London
EC4V 6LB

Paul Taylor

Dated 6 March 2003

Witness to the above signatures:

Charmaine Monica Davis
35 Garner Road
Walthamstow
London
E17 4HE

C. Davis

Secretary