



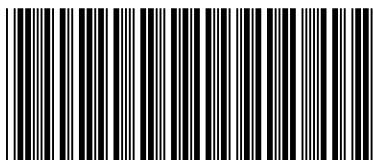
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 5046163

The Registrar of Companies for England and Wales hereby certifies that
CEF TRADE FINANCE 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 17th February 2004



N05046163J



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



Companies House

— *for the record* —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

5046163

Company name

CEF TRADE FINANCE LIMITED

I,

PATRICIA PAMELA NORRIS

of

2 HAMPTON CLOSE
LONDON
N11 3PR

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state 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.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



Companies House

— for the record —

10(ef)

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



XPTUFSN3

Received for filing in Electronic Format on the: **16/02/2004**

Company Name **CEF TRADE FINANCE LIMITED**
in full:

Proposed Registered **25 HARLEY STREET**
Office: **LONDON**
W1G 9BR

memorandum delivered by an agent for the subscriber(s): **No**

Company Secretary

Name **LINDA SIMONS**

Address: **1238 HIGH ROAD**
WHETSTONE
LONDON
N20 0LH

Consented to Act: **Y** *Date authorised* **16/02/2004** *Authenticated:* **Y**

Director 1:

Style/Title: **MRS**
Name **PATRICIA PAMELA NORRIS**

Address: **2 HAMPTON CLOSE**
LONDON
N11 3PR

Nationality: **BRITISH**
Business occupation: **COMPANY DIRECTOR**
Date of birth: **13/01/1933**

Consented to Act: **Y** *Date authorised* **16/02/2004** *Authenticated:* **Y**

Other Directorships:

04963921	BARVEST (BRISTOL QUEENS ROAD) LIMITED
04813607	A M L SALES LIMITED
04887795	ABBEYSHIELD PROPERTIES LIMITED
3476410	ACCOMMODATION LONDON.NET LIMITED
4440994	ACORNPARK PROPERTIES LIMITED
04800460	ADELPHI FLORAL DESIGN LIMITED
4100309	AIR-WEIGH EUROPE LIMITED
04766327	ALPHEX PARTNERS LIMITED
4194513	AMBERTOWN LIMITED
05002897	ANDREW HUGHES ASSOCIATES LIMITED
04941567	ARG PROPERTY MANAGEMENT LIMITED
04771358	ASP WORDS LIMITED
4524846	ASSETCREST INVESTMENTS LIMITED
04713388	ASSETCREST PROPERTIES LIMITED
04853083	ASSETCREST PROPERTY TRADING CO. LIMITED
04989876	AURIGA INTERNATIONAL ADVISERS UK LIMITED
4089465	AUTUMNVALE PROPERTIES LIMITED
04988688	BAHANS SERVICES LIMITED
04968281	BARVEST (BATH) LIMITED
04877139	BARVEST (BONDAI) LIMITED
04960178	BARVEST (BRISTOL) LIMITED
04878045	BARVEST (CHELSEA) LIMITED
04877138	BARVEST (EMBARGO) LIMITED
05032643	BARVEST (FULHAM ROAD) LIMITED
04877161	BARVEST (HAMMERSMITH) LIMITED
04876986	BARVEST (PUTNEY) LIMITED
04968783	BARVEST (READING) LIMITED
04964723	BARVEST (SWINDON) LIMITED
04877102	BARVEST (WIMBLEDON) LIMITED
4314448	BELLFORD PROPERTIES LIMITED
04734959	BIG NOISE SOLUTIONS LIMITED
04774036	BLHC TWO CORNERS LIMITED
04730055	BRIAN CHICK LIMITED
4603188	BRIDGECROWN LIMITED
4129589	BROOKGOLD PROPERTIES LIMITED
04887865	BROOKMOOR PROPERTIES LIMITED
3967013	BROOKVALE INVESTMENTS LIMITED
04942646	BUILDING ZONES LIMITED
04680234	C.A.S. TOOLS LIMITED
4004020	CANBURY INVESTMENTS LIMITED
04766418	CAPE ENTERPRISES LIMITED
04877167	CASTLE RISE ESTATES LIMITED
04712903	CENTRAL LONDON MEDICAL LIMITED
04891112	CHARLIE MAKARI HAIRDRESSERS LIMITED
04824272	CITY WEST COUNTRY (TAUNTON) LIMITED
04941345	CLOSECOURT PROPERTY CO. LIMITED
4089441	COASTBROOK PROPERTIES LIMITED
05019247	COLMAN INVESTMENTS LIMITED
04868675	COOLUM LIMITED

Other Directorships:

4347343	COPEGOLD INVESTMENTS LIMITED
4152997	CORALVALE PROPERTIES LIMITED
4314498	CORALWELL PROPERTIES LIMITED
05034608	CORDLESS GROUP LIMITED
04794626	COUNTRYWIDE VEHICLE CONTRACTS LEASING LIMITED
04835262	COUNTY & PROVINCIAL HOLDINGS LIMITED
04802557	CROSSROADS CONSULTING LIMITED
04752215	DESTINY PROPERTY LIMITED
04992880	DETOUR (MENSWEAR) LIMITED
04901019	DWR ISPS TRAINING & CONSULTANCY LIMITED
05029421	DWR RISK MANAGEMENT SOLUTIONS LIMITED
04796068	ECHELON RECRUITMENT LIMITED
04921835	ELGIN AGENTS LIMITED
04815605	ELISE RYAN LIMITED
04872370	ELITE ASSOCIATES (LONDON) LIMITED
04719409	ELMGROVE PARTNERS LIMITED
4106534	EMERALDGROVE PROPERTIES LIMITED
04904086	EXHIBIT INTERNATIONAL (EUROPE) LIMITED
04793475	FAME PROPERTIES LIMITED
04874213	FASH ENTERPRISES 2 LIMITED
04710034	FBH INVESTMENT ADVISORY SERVICES LIMITED
04755637	FEEDBACK RESEARCH LIMITED
4108234	FIRST PROPERTY DISCOUNTS 1 LIMITED
05008179	FORMER GLORY (UK) LIMITED
5016452	FUNKY-FISH UK LIMITED
04752545	GEACS LIMITED
04796080	GET SOUND ADVICE LIMITED
04821888	GILBRAN (EXETER) LIMITED
04710033	GILBRAN (GILLINGHAM) LIMITED
04903118	GILBRAN (SOLENT) LIMITED
04799578	GILLINGHAM (LONDON) LIMITED
4428846	GOLDGREEN INVESTMENTS LIMITED
4213330	GOLDREALM PROPERTIES LIMITED
4584643	GOLDTHORPE PROPERTIES LIMITED
4159220	GOLDVALUE PROPERTIES LIMITED
4524604	GOLDWEST PROPERTIES LIMITED
04947714	GOODWOOD PROPERTIES (ETON COTTAGE) LIMITED
05001525	GRAYSTONES OF LONDON LIMITED
05010759	GREENGLEN PROPERTIES LIMITED
04928092	GRENDALL DEVELOPMENTS LIMITED
3769525	GROVEGRANGE LIMITED
612508	HARLEY STREET NOMINEES LIMITED
04844472	HEALTHY BEAST LIMITED
4347340	HILLWARD INVESTMENTS LIMITED
4584642	HOLMWOOD PROPERTIES LIMITED
04693561	HORTI BY NATURE LIMITED
04801582	HOTSPOT CLEANING SERVICES LIMITED
04916564	INNEX LIMITED
04858602	JAMBO ROSES (UK) LIMITED

Other Directorships:

04988616	JAMES HERALD LIMITED
04829544	JARVIS ELSON LIMITED
04996625	JAZZ (INTERNATIONAL) LIMITED
04834213	JUMBO SIGNS LIMITED
4159223	KNIGHTVALE PROPERTIES LIMITED
2469614	L. C. INVESTMENTS LIMITED
4247056	LAKEHILL INVESTMENTS LIMITED
4106553	LAKEMORE PROPERTIES LIMITED
4089423	LAKEWELL INVESTMENTS LIMITED
04723909	LANDMARK RECRUITMENT LIMITED
3778435	LASER INVESTMENTS LIMITED
04808292	LIVIE BIOPESTICIDES LIMITED
04794611	LONDON & NEWCASTLE (BARNES) LIMITED
04830902	LONDON & NEWCASTLE (LONSDALE) LIMITED
04764480	LONDON & NEWCASTLE (ST. ALBANS) LIMITED
04715840	LONDON & NEWCASTLE LETTINGS 2 LIMITED
4494858	M E J B PROPERTIES LIMITED
04842339	MAGPIE TOOLS LIMITED
4129587	MANORPRESS PROPERTIES LIMITED
4524602	MARINEGOLD INVESTMENTS LIMITED
4440993	MEADOWHALL PROPERTIES LIMITED
4153044	METROHALL PROPERTIES LIMITED
04766421	MIZZI PROPERTY MANAGEMENT LIMITED
04872751	MOBILE IRAQ COMMUNICATIONS LIMITED
04683512	MONARCH INSTALLATIONS LIMITED
04815604	MORUYA LIMITED
4089467	MOUNTGOLD INVESTMENTS LIMITED
04718287	MTMO LIMITED
04825801	NATURAL ANIMAL THERAPY CENTRE LIMITED
4247099	NEWPARK INVESTMENTS LIMITED
04776463	NJSD SERVICES LIMITED
4412610	OAKRED INVESTMENTS LIMITED
4265470	OAKSTEAD PROPERTIES LIMITED
04908524	OCARCHITECTURE LIMITED
04794193	OUTLET (LONDON) LIMITED
04775700	P. A. BARHAM LIMITED
04810123	PAR GOLF LIMITED
04986964	PARDOE PROPERTIES LIMITED
04837828	PARKINSON BROWN LIMITED
4004033	PERCREST INVESTMENTS LIMITED
2607960	PICTON HOUSE HOLDINGS LIMITED
4213329	PRIMEBASE PROPERTIES LIMITED
3947544	PRIMEHART LIMITED
4265468	PRIMEWEST PROPERTIES LIMITED
04817852	RBM TRADING LIMITED
04988636	REALTY ENTERPRISES LIMITED
04960099	RED APPLE PUBLISHING LIMITED
4406970	REUBEN BROTHERS LIMITED
04865619	RING OF ROSES LIMITED

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF **CEF TRADE FINANCE LIMITED**

1. The name of the Company is CEF TRADE FINANCE LIMITED
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are:-
 - (A) (i) To carry on the business of the provision of structured financial solutions to Chinese Exporters;
 - (ii) To carry on business as a general commercial company.
 - (B) To carry on any other business which may in the opinion of the directors of the Company be capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or which may seem capable of being directly or indirectly to the benefit of the Company.
 - (C) To purchase or otherwise acquire all or any part of the business, property and other assets and liabilities of any company, partnership, unincorporated association or person or establish or promote any company which may be expedient for any of the purposes of the Company or carrying on any business which the Company is authorised to carry on, and upon any terms and for any consideration, and to conduct and carry on, or liquidate and wind up, any such business.
 - (D) To enter into partnership with or into any joint venture with or any arrangement involving sharing of profits, union of interests, reciprocal concessions or any other form of co-operation with any person or company carrying on or about to carry on or be engaged in any business or transaction which the Company is authorised to carry on, upon any terms and for any consideration.
 - (E) To take part in the formation or management or control of the business of any company, firm, partnership or person, on such terms and with such provision for the remuneration of persons involved with or connected with such business as the Company may think fit.
 - (F) To establish, promote, control or otherwise assist any company or companies for the purpose of acquiring any of the property of the Company or furthering any of the objects of the Company.
 - (G) To take or otherwise acquire, hold, sell or otherwise deal with any shares, securities or obligations of any company, whether constituted or carrying on business within or outside the United Kingdom, and other securities of any kind and in any part of the world, and to issue or guarantee the issue of, or the payment of interest on, any such shares or securities, and to pay or provide for brokerage, commission and underwriting in respect of any such issue.
 - (H) To purchase, take on lease or in exchange, or otherwise acquire for the purpose of the Company, any real or personal property which to the Company may seem suitable or convenient for any purposes of its business.
 - (I) 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.
 - (J) To apply for and take out, purchase or otherwise acquire any designs, trade marks, patents, patent rights or inventions, copyright, secret processes, licenses, or any like rights which may be useful for the purposes of any of the Company's businesses or which may be directly or indirectly to the benefit of the Company, and to

- use, exercise, develop, grant licenses in respect of or otherwise deal with the rights and information so acquired.
- (K) To manufacture, buy, sell, hire, repair, improve and generally deal in all materials, machinery, tools, goods or articles of any kind which may be required or used in connection with any of the businesses of the Company.
 - (L) To sell, let on lease or otherwise dispose of or grant rights over the business, undertakings and real and personal property of the Company on such terms as the Company shall determine.
 - (M) To accept shares (fully or partly paid-up), stocks, the debentures, mortgage debentures or any 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, and to hold, sell or otherwise deal or dispose of any shares, stock or securities so acquired.
 - (N) To draw, make, accept, endorse, discount, issue or execute any bills of exchange, cheques, promissory notes and other negotiable or transferable instruments.
 - (O) To borrow, raise money or secure obligations and enter into any guarantee, contract or indemnity or suretyship whether by personal covenant or otherwise in respect of the obligations of any kind of the Company or any other company, firm, authority or person, wherever the same may be situate, and including without prejudice to the generality of the foregoing any company which is for the time being in relation to the Company a holding company or subsidiary of any such holding company (within the meaning of the Act) and for any of such purposes to issue debentures, debenture stock, bonds, mortgages or any 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.
 - (P) To receive money on deposit, with or without allowance for interest.
 - (Q) To advance and lend money (with or without security) to such persons and on such terms as may be thought proper.
 - (R) To invest the monies of the Company not immediately required in such manner as from time to time may be determined by the Company.
 - (S) To provide for the welfare of persons in the employment of the Company or formerly in the employment of the Company or its predecessors in business or any subsidiary or associated company of the Company, and the wives, widows and families and dependants of such persons, by grants of money, donations, gratuities, pensions or other payments, and to establish and maintain or procure the establishment of any non-contributory or contributory pension, provident or superannuation funds, or any other trusts, funds and schemes with a view to providing for the payments aforesaid.
 - (T) To subscribe or otherwise contribute to or help any charitable, benevolent or useful object of a public character including (without prejudice to the generality of the foregoing) objects promoted by any educational, scientific or religious institution or trade society, whether or not such objects be connected with the business of the Company, and to institute or maintain any club or establishment.
 - (U) To amalgamate with any other company.
 - (V) To distribute in specie or otherwise as may be resolved any assets of the Company among its members including (without prejudice to the generality of the foregoing) the shares, debentures or securities of any other company formed to take over the whole or any part of the assets or liabilities of the Company, but so that if such distribution would result in a reduction in the capital of the Company, the same does not take place without first obtaining the sanction (if any) required by law.
 - (W) 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.
 - (X) To do all such things as the Company may deem incidental or conducive to the attainment of any of the above objects of the Company.

In construing the objects set forth in the sub-clauses hereinbefore set out, the widest interpretation shall be given and they shall in no way be limited by reference to the objects set out or the wording employed in any other sub-clause or by the name of the Company, and none of the objects or powers specified in any sub-clause shall be deemed to be subsidiary or ancillary to the objects and powers specified in any other sub-clause.

4. The liability of the members is limited.
5. The share capital of the Company is £1,000.00 divided into 1,000 Ordinary shares of £1.00 each.

I, the subscriber to this Memorandum of Association, wish to be formed into a company. in pursuance of the Memorandum of Association, and I agree to take the number of shares shown opposite my name.

Name and Address of Subscribers	Number of Ordinary shares of £1.00 each taken by each subscriber
Patricia Pamela Norris 2 Hampton Close London N11 3PR	1
Total Shares	1

Dated this 16 February 2004

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF CEF TRADE FINANCE LIMITED

PRELIMINARY

1. (a) The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the Company except in so far as they are excluded or varied by these Articles.
- (b) Expressions defined in Regulation 1 of Table A shall where the context admits bear in these Articles the meanings so defined.

SHARE CAPITAL

2. (a) The shares of the Company for the time being unissued, whether forming part of its original capital or not, shall be at the disposal of the directors, who may at their discretion for a period of five years from the date of the incorporation of the Company and afterwards with the previous sanction of an ordinary resolution (in accordance with Section 80 of the Act), allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms as they shall think proper, but so that the nominal amount of the issued equity share capital shall not exceed the authorised share capital of the Company.
- (b) The directors may allot shares notwithstanding that the authority under Regulation 2 (a) has expired if they are allotted in pursuance of an offer or agreement made by the Company before the authority expired.
- (c) The provisions of Section 89(1) and Section 90(1) to (6) of the Act shall not apply to the Company, in accordance with the exemption provided by Section 91(1) of the Act. The following provisions shall apply where the Company is proposing to allot unissued shares:
 - (i) The Company shall offer to allot to each person holding shares in the Company a proportion of the shares to be allotted which is as nearly as practicable equal to the proportion in nominal value held by him of the existing issued and allotted shares in the Company.
 - (ii) The Company shall make such offer in writing to the holder of the shares either personally or by sending it by pre-paid post to him or to his registered address or if he has no registered address in the United Kingdom to the address in the United Kingdom supplied by him to the Company for the giving of a notice to him. Where shares are held jointly by two or more persons, the offer may be made to the joint holder first named in the register of members in respect of the shares.
 - (iii) The notice shall specify the number of shares to be offered and shall specify a period (being not less than fourteen days) within which the offer, if not accepted, will lapse and determine.
 - (iv) If the offer is declined by the offeree or if the offer is not accepted within the period for which the offer is stated in the notice to be held open, the directors may allot, grant options over or otherwise dispose of the shares so offered on such terms and to such persons as they may think proper. If for any reason the directors are of the view that there is a difficulty in apportioning any shares to be allotted, the directors shall have the same powers in respect of such shares as they have in respect of shares which an offeree has declined to accept.
- (d) Subject to the provisions of the Act, shares may with the sanction of an ordinary resolution be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the Company may by special resolution

determine, provided that no redeemable shares may be issued if at the time there are no issued shares of the Company which are not redeemable.

- (e) Subject to the provisions of the Act, the Company may purchase its own shares.
- (f) Shares certificates shall not be required to bear the impression of the Company seal, and Regulation 6 of Table A shall be amended accordingly.

LIEN AND FORFEITURE

- 3. (a) The lien conferred by Regulation 8 of Table A shall attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the Company. The directors may declare any shares to be wholly or partially exempt from the provisions of this regulation or Regulation 8 of Table A.
- (b) In Regulation 8 of Table A there shall be substituted for the words "any amount payable in respect of it" the words "all distributions and other monies or property attributable to it"; and the same words shall be substituted in Regulation 19 for the words "all dividends or other monies payable in respect of the forfeited shares".

TRANSFER OF SHARES

- 4. (a) Before transferring or agreeing to transfer any share or any interest therein the person proposing to transfer the same ("the proposing transferor") shall be obliged to give notice in writing ("the transfer notice") to the directors that the proposing transferor desires to transfer such share.
- (b) The transfer notice shall specify the number of shares which the proposing transferor wishes to transfer ("the transfer shares") and the price at which the proposing transferor wishes to sell the transfer shares.
- (c) The transfer notice shall constitute the directors as the agents of the proposing transferor empowered to sell the transfer shares or any part thereof together with all the rights attaching thereto at the date of the transfer notice or at any time thereafter at the transfer price (as hereinafter defined) on the terms of this regulation.
- (d) The transfer shares shall be offered for purchase at the transfer price. The transfer price shall be such price as may be agreed between the proposing transferor and the directors, and in the absence of such agreement within 21 days of the date of the transfer notice, the transfer price shall be determined by the auditors for the time being of the Company or (if the proposing transferor shall so require) by some other chartered accountant to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales. In fixing the transfer price, the auditor or chartered accountant as the case may be ("the expert") shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members.
- (e) The expert will certify the open market value of the transfer shares as at the date of the transfer notice on the following assumptions and bases:
 - (i) valuing the transfer shares as on an arm's length sale between a willing vendor and a willing purchaser;
 - (ii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (iii) that the transfer shares are capable of being transferred without restriction;
 - (iv) taking full account of the rights and other restrictions attached to the transfer shares including whether the transfer shares do or do not (taken as a whole) confer any right of control of the Company.

The transfer price shall be a sum equal to the open market value of the transfer shares determined as aforesaid divided by the number of transfer shares. The Company will use its best endeavours to procure that the expert determines the transfer price within 21 days of being requested so to do.

- (f) In the event that the transfer price is determined by the expert, the proposing transferor shall have the option within 14 days of such determination to revoke the transfer notice by giving notice in writing to the directors. In the event that the proposing transferor revokes the transfer notice, the costs of the expert shall be borne by the proposing transferor. If no revocation takes place, the costs of the expert shall be borne by the Company.
- (g) The transfer shares shall be offered for purchase at the transfer price by the directors not less than 14 days nor later than 21 days after the fixing of the transfer price (whether fixed by agreement or by the expert) in the first instance to those members who at the date of the offer are registered as holders of shares in the Company. The said offer shall be expressed to be open for 21 days and the members shall be invited to tender any acceptance in writing to the Company specifying the number of shares he wishes to purchase.
- (h) If, upon the expiration of the said 21 day period, the number of shares sought in total by the applicant members exceeds the number of the transfer shares, the transfer shares shall be allocated to such applicants in proportion (as nearly as may be without involving fractions or selling any member a greater number of transfer shares than the maximum number applied for by him) to the number of shares then held by them respectively. If any of the transfer shares shall not be capable of being allocated as aforesaid without involving fractions, the same shall be offered amongst the acceptors or some of them in such proportions as may be determined by lots drawn in respect thereof and the lots shall be drawn in such manner as the directors may think fit.
- (i) Upon determining the allocation of the transfer shares to the applicant members, the directors shall forthwith give notice of such allocation to the members to whom the transfer shares have been allocated and to the proposing transferor. The notice shall specify the time and place (being not less than 14 days and not more than 28 days after the date of the said notice) at which the completion of the sale of the transfer shares so allocated shall take place.
- (j) The proposing transferor shall be bound upon payment of the purchase price due in respect of thereof to transfer to each member to whom transfer shares have been allocated the relevant number of transfer shares at the time and place specified in the said allocation notice. If the proposing transferor fails to transfer shares which he has become so bound to transfer, the Company may receive the purchase price on his behalf (the receipt of which by the Company shall be good discharge to the member purchasing such shares) and shall hold the same on trust for the proposing transferor and the Company may then authorise some person to execute a transfer on his behalf.
- (k) To the extent that the transfer shares are not allocated to the members under the provisions of this regulation, the proposing transferor shall be entitled to transfer the said shares or any part thereof to any person at a price not less than the transfer price provided that such transfer takes place within 7 months of the date of determination of the transfer price.
- (l) The personal representatives of any deceased member shall, if called upon by the directors to do so within 12 months of the death of a deceased member, give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death. In the event that the personal representatives fail to give such transfer notice within 28 days of being requested by the directors so to do, the personal representatives shall be deemed to have given a transfer notice at the expiration of the said 28 days in respect of all the shares registered in the name of the deceased member at the date of his death and the provisions of Regulations 4(c) to 4(l) hereof shall have effect accordingly.
- (m) If any member is adjudicated bankrupt, his trustee in bankruptcy shall within 28 days of the date of such adjudication give a transfer notice in respect of all the shares registered in the name of the bankrupt member at the date of such adjudication. If no such transfer notice is given within the said 28 day period, the trustee in bankruptcy shall be deemed to have given a transfer notice at the expiration of the said 28 days in respect of all the shares registered in the name of the bankrupt member at the date of his adjudication and the provisions of Regulations 4(c) to 4(l) hereof shall have effect accordingly.
- (n) The directors may in their absolute discretion and without giving any reason decline to register any transfer of shares.

5.
 - (a) Every notice convening a General Meeting shall state that a member entitled to attend and vote thereat may appoint a proxy.
 - (b) In Regulation 54 of Table A there shall be inserted after the second occurrence of the words "every member" the words "present in person or by proxy".
 - (c) In Regulation 62 of Table A there shall be substituted for the first occurrence of the words "not less than 48 hours before" the words "at any time before".

APPOINTMENT AND RETIREMENT OF DIRECTORS

6.
 - (a) Regulations 73 to 78 inclusive and the second sentence of Regulation 79 of Table A shall not apply to the Company.
 - (b) In the second sentence of Regulation 79 of Table A, the words following "annual general meeting" shall be omitted.
 - (c) 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.

PROCEEDINGS OF DIRECTORS

7.
 - (a) Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to a maximum but shall not be less than one. The first directors of the Company shall be the persons named in the statement delivered under Section 10 of the Act.
 - (b) A director who is interested in any transaction or arrangement either with the Company or in which the Company is interested shall be entitled to vote on any such transaction or arrangement at a meeting of the board of directors of the Company providing that he has complied with the disclosure requirements provided by Regulations 85 and 86 of Table A.
 - (c) In Regulation 87 there shall be inserted after the first occurrence of the words "The directors" the words "on behalf of the Company".
 - (d) In Regulation 89 of Table A there shall be substituted for the word "two" the word "one".

NAMES AND ADDRESSES OF SUBSCRIBERS

Patricia Pamela Norris
2 Hampton Close
London
N11 3PR

Dated this 16 February 2004