

FILE COPY



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

Company No. 5444440

The Registrar of Companies for England and Wales hereby certifies that
ZANOX LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, London, the 5th May 2005



N05444440C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Declaration on application for registration

Please complete in typescript,
or in bold black capitals.

CHFP010.

Company Name in full

5444440

Zanox Limited

I, Charlotte Kershaw

of Carmelite, 50 Victoria Embankment, London EC4Y 0DX

† Please delete as appropriate

do solemnly and sincerely declare that I am a † [~~Solicitor engaged in the formation of the company~~][person named as ~~director or~~ secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

G. L.

Declared at

Carmelite, 50 Victoria Embankment, London EC4Y 0LS

on

Day Month Year
05 05 2005

● Please print name

● before me

JUSTIN CREWE

Signed

[Signature]

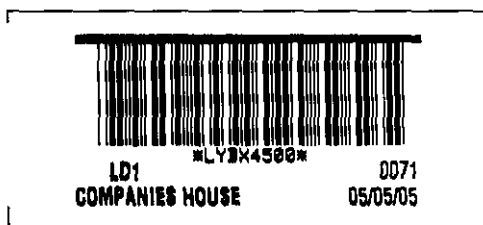
Date

5/5/5

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.

Taylor Wessing, Carmelite, 50 Victoria Embankment,	
Blackfriars, London EC4Y 0DX Ref: DPR/CAK	
Tel 020 7300 4671	
DX number	DX exchange 41 London



When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland DX 235 Edinburgh

Please complete in typescript,
or in bold black capitals.

CHFP010.

Notes on completion appear on final page

Company Name in full

First directors and secretary and intended situation of registered office

5444 440

Zanox Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Carmelite, 50 Victoria Embankment, Blackfriars

Post town

London

County / Region

Postcode EC4Y 0DX

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.

x

Agent's Name

Taylor Wessing

Address

Carmelite, 50 Victoria Embankment, Blackfriars

Post town

London

County / Region

Postcode EC4Y 0DX

Number of continuation sheets attached

2

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.

Taylor Wessing, Carmelite, 50 Victoria Embankment,

Blackfriars, London EC4Y 0DX Ref: DPR/CAK

Tel 020 7300 4671

DX number

DX exchange 41 LONDON



LD1 *LY3X5581* 0070
COMPANIES HOUSE 05/05/05

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

Company Secretary (See notes 1-5)

Company name Zanox Limited

Name * Style / Title

* Honours etc

* Voluntary details.

Forename(s)

Surname

Taylor Wessing Secretaries Limited

Previous forename(s)

Previous surname(s)

Address

Carmelite, 50 Victoria Embankment

Usual residential address

Blackfriars

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

Post town

London

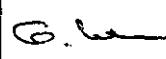
County / Region

Postcode EC4Y 0DX

Country

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

Consent signature

For and on behalf of Taylor
Wessing Secretaries Limited

Date

5/5/05

Directors (see notes 1-5)

Please list directors in alphabetical order

Name * Style / Title

* Honours etc

Forename(s)

Surname

Huntsmoor Limited

Previous forename(s)

Previous surname(s)

Address

Carmelite, 50 Victoria Embankment,

Usual residential address

Blackfriars

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

Post town

London

County / Region

Postcode EC4Y 0DX

Country

Day Month Year

Date of Birth

--	--	--	--	--	--

Nationality

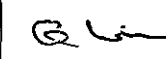
Business occupation

Formation Agent

Other directorships

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

Consent signature

For and on behalf of
Huntsmoor Limited

Date

5/5/05

Company Secretary (See notes 1-5)

(continued)

Company name Zanox Limited

Name * Style / Title

* Honours etc

* Voluntary details.

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address

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

Post town

County / Region

Postcode

Country

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

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

Name * Style / Title

* Honours etc

Forename(s)

Surname

Huntsmoor Nominees Limited

Previous forename(s)

Previous surname(s)

Address

Carmelite

Usual residential address

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

Post town

London

County / Region

Postcode EC4Y 0DX

Country

Day Month Year

Date of Birth

Nationality

Business occupation

Formation Agent

Other directorships

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

Consent signature

For and on behalf of
Huntsmoor Nominees Limited

Date

5/5/05

Directors (continued) (see notes 1-5)

Name	* Style / Title	<input type="text"/>	* Honours etc	<input type="text"/>
	Forename(s)	<input type="text"/>		
	Surname	<input type="text"/>		
	Previous forename(s)	<input type="text"/>		
	Previous surname(s)	<input type="text"/>		
Address	<input type="text"/>			
Usual residential address	<input type="text"/>			
For a corporation, give the registered or principal office address.	Post town	<input type="text"/>		
	County / Region	<input type="text"/>	Postcode	<input type="text"/>
	Country	<input type="text"/>		
	Date of Birth	<input type="text"/> Day <input type="text"/> Month <input type="text"/> Year	Nationality	<input type="text"/>
	Business occupation	<input type="text"/>		
	Other directorships	<input type="text"/>		
	<input type="text"/>			
	I consent to act as director of the company named on page 1			
	Consent signature	<input type="text"/>	Date	<input type="text"/>

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

Signed	<input type="text" value="G. L."/>	Date	<input type="text" value="5/5/05"/>
---------------	------------------------------------	-------------	-------------------------------------

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

Signed	<input type="text" value="Taylor Wessing Carmelite 50 Victoria Embankment"/>	Date	<input type="text"/>
Signed	<input type="text" value="Blackfriars London EC4Y 0DX"/>	Date	<input type="text"/>
Signed	<input type="text" value="Tel: 020 7300 7000 Ref: DPR/CAK"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>
Signed	<input type="text"/>	Date	<input type="text"/>

138965

THE COMPANIES ACTS 1985 TO 1989



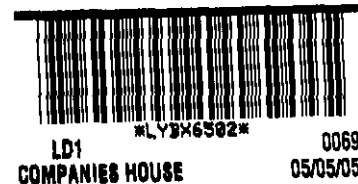
COMPANY LIMITED BY SHARES

5444440

MEMORANDUM OF ASSOCIATION

of

ZANOX LIMITED



1. The name of the Company is ZANOX LIMITED.
2. The registered office of the Company is to be situated in England and Wales.
3. The objects for which the Company is established are:
 - 3.1 To engage in any activity of whatsoever nature in which a person may lawfully engage whether with a view to profit or otherwise howsoever including (without prejudice to the generality of the foregoing):
 - (a) marketing, solicitation and provision of services to users of the internet, in particular the intermediation and establishment of business relations between users of the internet (business to business, business to consumer and consumer to consumer), as well as consulting of companies active in the internet and in e-commerce;
 - (b) carrying on either on the Company's own account or on account of any other person all or any of the businesses of manufacturers, builders, fabricators, general merchants and traders, cash, discount, mail order and credit traders, retailers, wholesalers, buyers, sellers, suppliers, distributors, importers and exporters, and shippers of, and dealers in all products, goods, wares, substances, materials, merchandise and produce of every description; manufacturers' agents and representatives; mechanical, general, civil, constructional, electrical, marine, radio, electronic, aeronautical, chemical and petrochemical engineers; consultants and advisers of all descriptions; land and property developers, estate agents, dealers in and lessors and developers of land and buildings; mortgage brokers, insurance brokers and consultants, stock brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, commission agents, capitalists, financiers, bankers; marketing and business consultants, advertising agents and contractors, public relations advisers and consultants; discount traders, mail order traders; haulage and transport contractors, garage and filling station proprietors, owners and operators; repairers, customisers, charterers, hirers and letters on hire of, and dealers in motor and other vehicles, aircraft, ships, boats, vessels, plant, machinery, apparatus, tools, utensils, equipment and goods of every description, lightermen and carriers of goods and passengers by road, rail, water or air, transport agents, customs agents, stevedores, wharfingers, cargo superintendents, packers, shippers, railway, shipping and forwarding agents, warehouse storekeepers, cold store keepers, general storekeepers, hotel and restaurant proprietors, managers and operators, caterers, publicans, brewers, printers and publishers, travel agents, ticket agents and conductors of agency business of all kinds and generally to render

services of all kinds to others, to act as brokers and agents for and to perform subcontracting for any other person;

- (c) participating in, undertaking, performing and carrying on all kinds of commercial, industrial, trading and financial operations and enterprises;
- (d) engaging in all kinds of artistic, cultural, educational and scientific activities and the promotion thereof and engaging in all kinds of design, invention, research, development and experimentation.

- 3.2 To carry on in any part of the world any other business or activity which may seem to the directors to be capable of being conveniently or advantageously carried on in connection with any of the above businesses or directly or indirectly to further or facilitate the objects of the Company or to enhance the value of or render profitable or more profitable any of the Company's property or assets or utilising its skills, know-how or expertise or otherwise to advance the interests of the Company or any of its members.
- 3.3 To be an investment holding company and to acquire (whether by original subscription, tender, purchase, exchange or otherwise) the whole of or any part of the stock, shares, debentures, debenture stocks, loan notes, bonds and other securities issued or guaranteed by a body corporate constituted or carrying on business in any part of the world or by any government, sovereign ruler, commissioners, public body or authority and to hold the same as investments, and to sell, exchange, carry and dispose of the same and to co-ordinate the business of any companies in which the Company is for the time being interested.
- 3.4 To purchase or otherwise acquire or take over the whole or any part of the share capital, business or undertaking, goodwill, property and assets of any person which may in the opinion of the directors be expedient or be capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of or make profitable any of the Company's property or rights or to be suitable for the purposes of the Company and to become interested in, and carry on, dispose of, remove or put an end to the same or otherwise deal with any such business or undertaking and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person or to acquire an interest in, amalgamate or enter into partnership, joint venture or any arrangement for sharing profits, or for co-operation or union of interests or reciprocal concession or for limiting competition, or for mutual assistance, with any person and to subsidise or otherwise assist any such person, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, monies, assets, rights, debentures, debenture stock or other securities that may be agreed, and to hold and retain or sell, mortgage or otherwise deal with any shares, monies, assets, rights, debentures, debenture stock or other securities so received.
- 3.5 To purchase, take on lease, concession, grant or licence, or in exchange, hire or otherwise acquire, hold and manage any lands or buildings of freehold, leasehold or other tenure or any estate or interest therein and any other property of any description, whether real or personal, and easements privileges options or rights over through under the same or in connection therewith, and to develop, improve, manage, or otherwise deal with the same.
- 3.6 To construct, erect, maintain, alter, replace, or remove any buildings, works, shops, factories, offices, erections, plant, machinery, tools or equipment and to work, manage, own and control such things.

- 3.7 To sell, exchange, mortgage, let on rent, share of profit or otherwise, grant licences, easements, options and other rights over, through or under or in connection with, and in any other manner deal with or dispose of all or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for shares, stocks, debentures, debenture stock or other obligations or securities, whether fully or partly paid up, of any other company.
- 3.8 Either with or without the Company receiving any consideration or advantage, direct or indirect, therefrom, to transfer by way of gift or at an undervalue or otherwise all or any part of the assets or property of the Company to or enter into any arrangement at an undervalue with any person including without prejudice to the generality of the foregoing any subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company; to waive or release, with or without consideration any rights of, or any debts, liabilities or obligations owed to, the Company from any person including without prejudice to the generality of the foregoing any subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company.
- 3.9 Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee, to guarantee by personal covenant or by mortgaging or charging all or any part of its undertaking, property and assets present and future and uncalled capital or by any combination of such methods or by any other means whatsoever the performance of the obligations (whether legally binding or not) and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any costs or expenses relating thereto whether on any stocks, shares or securities or in any other manner whatsoever) by any person including but not limited to any person which is for the time being the Company's holding company or a subsidiary of the Company or of the Company's holding company or any person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture or any other person and for the purposes of this paragraph 3.9 any references to "guarantee" shall include indemnities, sureties and any obligation (howsoever described) to pay, satisfy, provide funds for the payment or satisfaction of (including, without limitation, by advance of money, purchase of or subscription for shares or other securities and purchase of assets or services) or to indemnify against the consequences of any failure by any other person to perform any obligation or make any payment, or otherwise agree to be responsible for, any indebtedness of any other person.
- 3.10 Apply for, purchase or otherwise acquire, register, protect, prolong, extend or renew and to hold in any part of the world any patents, patent rights, brevets d'invention, trademarks, service marks, designs, licences, protections, concessions and intellectual property rights of whatever nature which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of or sell or let the same or any interest therein, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, designs or rights which the Company may hold, acquire or propose to acquire.
- 3.11 To adopt such means for publicising or making known any goods or services provided by the Company and keeping the same before the public as the directors may think fit and in particular to employ advertising, promotion and public relations techniques of all kinds.

- 3.12 To establish or promote or concur in establishing or promoting any company the establishment or promotion of which shall be considered by the directors to be desirable in the interests of the Company and to subscribe for, underwrite, purchase or otherwise acquire and hold, realise, sell or otherwise dispose of the shares (whether credited as paid up in full or in part), stocks, debentures, debenture stock or other securities and obligations of any person.
- 3.13 To co-ordinate the administration, policies, management, supervising, control, research, development, planning, manufacture, trading and any and all other activities of, and to act as financial advisers and consultants to, any company or companies or group of companies now or hereafter formed or incorporated or acquired which may be or may become related or associated in any way with the Company or with any company related or associated therewith and with or without remuneration or on such terms as to remuneration as may be agreed.
- 3.14 To vest any real or personal property, rights or interests acquired by or belonging to the Company in any person on behalf of or for the benefit of the Company, with or without any declared trust in favour of the Company.
- 3.15 To invest and deal with the Company's money and funds in any way the directors think fit and to receive money on deposit on any terms the directors think fit and to vary the investments and holdings of the Company as may from time to time be deemed desirable and to invest and deal with the monies of the Company in any manner.
- 3.16 To borrow, raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as the directors may think fit and in particular by mortgages of or charges upon the undertaking and all or any part of the real and personal property (present and future) and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description and to purchase, redeem or pay off such securities.
- 3.17 To lend and advance money or give credit or receive money on deposit or give financial accommodation to any person with or without security on such terms as may seem expedient to the directors, including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company or of the Company's holding company or any person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture or any other person and to customers and others having dealings with the Company.
- 3.18 While the Company remains a private company, and subject to the provisions of the Act, to give financial assistance (within the meaning of the section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and / or 151(2) of the Act.
- 3.19 To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures, debenture stock and other negotiable or transferable instruments.
- 3.20 To undertake interest rate and currency swaps, options, swap option contracts, forward exchange contracts, forward rate agreements, futures contracts or other financial instruments including but not limited to hedging agreements and derivatives of any kind and all or any of which may be on a fixed and/or floating rate basis and/or in respect of sterling, the Euro, any other currencies or basket of currencies or commodities of any kind and in the case of such swaps, options, swap option contracts, forward exchange contracts, forward rate agreements, futures contracts or other financial instruments

including hedging agreements and derivatives of any kind they may be undertaken by the Company on a speculative basis or otherwise.

- 3.21 To apply for, promote, and obtain any Act of Parliament, charter, contract, decree, right, privilege, concession, licence or authorisation of any government, state or municipality, provisional order or licence of the Department of Trade or other authority 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 expedient to the directors and to carry out, exercise and comply with any such charter, contract, decree, right, privilege, concession, licence or authorisation and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.22 To enter into any arrangements with any governments, organisations, associations, clubs, persons or authorities (supreme, municipal, local or otherwise) or any companies that may seem conducive to the objects of the Company or any of them.
- 3.23 To act as trustee of any kind including but not limited to trustee of any deeds constituting or securing any debentures, debenture stock or other securities or obligations and to undertake and execute any trust or trust business (including but not limited to the business of acting as trustee under wills and settlements), and to do anything that may be necessary or assist in the obtaining of any benefit under the estate of any individual and also to undertake the office of executor, administrator, secretary, treasurer or registrar or to become manager of any business and to keep any register or undertake any registration duties, whether in relation to securities or otherwise.
- 3.24 To remunerate any person rendering services to the Company, whether by cash payment or by the allotment of shares, debentures, debenture stock, or other securities of the Company credited as paid up in full or in part or otherwise.
- 3.25 To pay out of the funds of the Company all expenses which the Company may lawfully pay in respect of or incidental to the promotion, formation and registration of or the raising of money for the Company or any other person or the issue of its shares or other securities, including without limitation brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures, debenture stock or other securities of the Company or any other person or to contract with any other person to pay the same.
- 3.26 To establish and maintain or procure the establishment and maintenance of, any pension or superannuation funds or schemes (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, widows, families, relations and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated directly or indirectly to be for the benefit of, or to advance the interests and well-being of the Company or of any other person as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid.

- 3.27 To establish and contribute to any scheme for the purchase or subscription by trustees of shares or other securities of the Company to be held for the benefit of the employees of the Company, any subsidiary of the Company or any person allied to or associated with the Company, to lend money to those employees or to trustees on their behalf to enable them to purchase or subscribe for shares or other securities of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees.
- 3.28 To subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, charitable, political or useful object, or for any purpose likely directly or indirectly to further the objects of the Company.
- 3.29 To insure the life of any person or to insure against any accident to any person who may, in the opinion of the directors, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.
- 3.30 To establish, grant or take up agencies and to procure the Company and any branch office of the Company to be registered or recognised in any part of the world.
- 3.31 To distribute among the members of the Company in kind any property of the Company or proceeds of sale or disposal of any such property (whether by way of dividend or otherwise) and in particular any shares, debentures, debenture stock or other securities belonging to the Company or of which the Company may have the power of disposing.
- 3.32 To do all or any of the above things in any part of the world, either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
- 3.33 To do all such things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
4. In clause 3 reference to:
- (a) a "person" includes a reference to any partnership, firm, association, body corporate, authority, organisation, individual or other person or body of persons whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated;
 - (b) the "Act" is, unless the context otherwise requires, a reference to the Companies Act 1985, as modified or re-enacted or both from time to time; and
 - (c) a "subsidiary" or "holding company" is to be construed in accordance with section 736 of the Act.
5. The objects specified in each of the paragraphs of clause 3 shall be regarded as independent objects, and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.
6. The liability of the members is limited.

7. The initial authorised share capital of the Company is £1,000 divided into 1,000 ordinary shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and have attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

I, the person whose name, address and description is subscribed, am desirous of being formed into a Company in pursuance of this Memorandum of Association and I agree to take the number of shares in the capital of the Company set opposite my name.

NAME, ADDRESS AND DESCRIPTION
OF SUBSCRIBER

Number of Shares
taken by the
Subscriber
(in words)

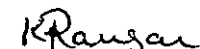


Charlotte Kershaw
For and on behalf of
HUNTSMOOR NOMINEES LIMITED
Carmelite
50 Victoria Embankment
Blackfriars
LONDON
EC4Y 0DX

ONE

DATED this 5th day of May 2005

WITNESS to the above signature:



Kerry Rowson
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ZANOX LIMITED

1. Preliminary

Except as otherwise provided in these articles the regulations contained in Table A shall constitute the regulations of the company. In the case of any inconsistency between these articles and the regulations of Table A, the provisions of these articles shall prevail. A copy of Table A is set out in the schedule to these articles.

2. Definitions and interpretation

2.1 In these articles:

- (a) the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"Business Day" means any day other than a Saturday, Sunday or a public holiday in England;

"electronic communication" has the same meaning as in the Electronic Communications Act 2000;

"Table A" means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A - F) (Amendment) Regulations 1985 (SI 1985/1052) and Schedule 1 to the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000/3373);

- (b) words and expressions defined in the Act or Table A shall have the same meanings in these articles unless the context otherwise requires; and
- (c) any reference to presence at a general meeting or class meeting shall include presence of a member by a duly authorised representative and shall include presence which is deemed in accordance with these articles (and "presence" shall be construed accordingly).

3. Share capital and company's lien

- 3.1 The share capital of the company is £1,000 divided into 1000 ordinary shares of £1 each.

- 3.2 The company shall have a first lien on every share (whether or not fully paid) for any amount (whether presently payable or not) owing to the company from the holder (whether a sole holder or one of two or more joint holders) and whether or not it is owing in respect of that share. Regulation 8 of Table A does not apply.

4. Shares

- 4.1 During the period of five years from the date of incorporation of the company, the directors are generally and unconditionally authorised to exercise all the powers of the company to allot relevant securities forming part of the authorised share capital of the company with which the company is incorporated.
- 4.2 The directors may also at any time after the expiry of the authority granted by article 4.1 allot any relevant securities in accordance with any offer or agreement which is made by the company prior to such expiry.
- 4.3 Section 89(1) of the Act shall not apply to any allotment of equity securities made by the company.
- 4.4 Subject to articles 4.5 and 4.6 and unless otherwise determined by special resolution, any equity securities shall, before they are allotted on any terms, be first offered by the company on the same or more favourable terms to the members in proportion as nearly as is practicable to the nominal value of the shares in the company held by them.
- 4.5 Any offer required to be made under article 4.4 shall be made by written notice to each member at his registered address or if he has no registered address in the United Kingdom to the address in the United Kingdom notified by him to the company in writing for the purpose of receiving notices. If a member's registered address is not in the United Kingdom and he has not notified an address in the United Kingdom then the offer shall be deemed to have been made to him even though no notice is sent to him. The notice shall specify the number of equity securities offered and the period, being at least twenty-one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or if earlier on receipt of notice of acceptance or refusal of each offer so made, the directors may, subject to these articles, allot such equity securities as have not been taken up in such manner as they think fit.
- 4.6 Article 4.4 shall not apply to the allotment of equity securities which would, apart from a renunciation or assignment of the right to their allotment, be held under an employees' share scheme.

5. Transfer of Shares

Any instrument of transfer in respect of the first transfer of any shares issued on the incorporation of the company need only be executed by or on behalf of the transferor whether or not fully paid. Regulation 23 of Table A shall be modified accordingly.

6. Proceedings at general meetings

- 6.1 If a quorum is not present at any such adjourned meeting as is referred to in regulation 41 of Table A, then, provided that the member present holds at least 75% in

nominal value of the ordinary shares of the company in issue, any resolution agreed to by such member shall be as valid and effectual as if it had been passed unanimously at a general meeting of the company duly convened and held.

- 6.2 If at any general meeting any votes shall be counted which ought not to have been counted, or shall not be counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to affect the result of the voting.
- 6.3 Any member or member's proxy or duly authorised representative (being a corporation) may participate in a general meeting or a meeting of a class of members of the company by means of any communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest number of participators is assembled or if no such group can be identified at the location of the chairman.
- 6.4 Regulation 57 of Table A shall not apply.
- 6.5 (a) A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several documents each executed by or on behalf of one or more members.
- (b) Where the company and any member have so agreed, the confirmation to the company by such member of his assent to any resolution by means of an electronic communication shall be deemed to constitute a duly executed document for the purposes of article 6.5(a). Any such electronic communication shall be sent to the address notified by the company for this purpose.
- (c) Regulation 53 of Table A shall not apply.

7. Proxies

An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority may be handed to the chairman of the relevant meeting and regulation 62 of Table A shall be modified accordingly.

8. Directors

- 8.1 Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall be at least one. Regulation 64 of Table A shall not apply.
- 8.2 Any adult person may be appointed or elected as a director whatever his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

- 8.3 The directors may appoint any person who is willing to act to be a director, either to fill a casual vacancy or as an additional director.
- 8.4 A member or members having the right to attend and vote at any general meeting of the company and holding at least 75% in nominal value of the shares giving that right may from time to time by notice in writing to the company remove any director from office or appoint any person to be a director, and any such removal or appointment shall be deemed to be an act of the company and not only of such member or members. Any such notice may consist of one or more documents each executed by or on behalf of such member or members and shall take effect at and from the time when such notice is received at the registered office of the company or produced to a meeting of the directors of the company.
- 8.5 The directors shall not be liable to retirement by rotation and regulations 73 to 80 of Table A (inclusive) shall not apply.

9. Alternate directors

- 9.1 Any director (other than an alternate director) may appoint any other person (including another director) to be an alternate director and may remove from office an alternate director so appointed by him. Regulation 65 of Table A shall not apply.
- 9.2 An alternate director shall have the same entitlement to receive notice of meetings as the entitlement of his appointor and he shall have one vote for each director for whom he acts as alternate (in addition to his own vote if he is also a director) (but he shall count as one person only for the purpose of determining whether a quorum is present). The first sentence of regulation 66 of Table A shall be modified accordingly. The second sentence of regulation 66 of Table A shall not apply.
- 9.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director. Regulation 67 of Table A shall not apply.
- 9.4 Any appointment or removal of an alternate director shall be by notice to the company from the director making or revoking the appointment or in any other manner approved by the directors. Regulation 68 of Table A shall not apply.

10. Vacation of office by directors

- 10.1 The office of a director shall be vacated if any director:
- (a) has a bankruptcy order made in respect of him under Part IX of the Insolvency Act 1986;
 - (b) becomes prohibited by law from being a director;
 - (c) in the reasonable opinion of all his co-directors becomes incapable by reason of mental disorder of discharging his duties as a director;
 - (d) resigns his office by written notice to the company; or
 - (e) is removed from office pursuant to article 9.4.
- 10.2 Regulation 81 shall not apply.

11. Proceedings of directors

- 11.1 Provided that he has disclosed to the directors any material interest, a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present at such a meeting. Regulations 94 to 96 (inclusive) of Table A shall not apply.
- 11.2 Notice of every meeting of the directors shall in so far as reasonably practicable be given orally (or in writing) to every director and alternate director (whether or not within the United Kingdom), but the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any director shall not invalidate the proceedings at that meeting. Regulation 88 of Table A shall be modified accordingly.
- 11.3 Where there is one director only, the quorum for any meeting of directors or committee of directors shall be one and that director or his alternate shall exercise all the powers and discretions expressed to be vested in the directors by the regulations of Table A and by these articles. Regulation 89 of Table A shall be modified accordingly.
- 11.4 (a) A resolution in writing executed by or on behalf of all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as effectual as if it had been passed at a meeting of the directors or, as the case may be, a committee of directors duly convened and held and may consist of several documents each executed by or on behalf of one or more directors; but a resolution executed by an alternate director need not also be executed by his appointor and, if it is executed by a director who has appointed an alternate director, it need not also be executed by the alternate director in that capacity.
- (b) Where the company and any director have so agreed, the confirmation to the company by such director of his assent to any resolution by means of an electronic communication shall be deemed to constitute a duly executed document for the purposes of article 11.4(a). Any such electronic communication shall be sent to the address notified by the company for this purpose.
- (c) Regulation 93 of Table A shall not apply.
- 11.5 Any director may participate in a meeting of directors by means of any communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest number of participators is assembled or if no such group can be identified at the location of the chairman.

12. Notices

12.1 Any notice in writing given under these articles may:

(a) be delivered or sent by first class post (airmail if overseas):

<i>in the case of a member or his legal personal representative or trustee in bankruptcy:</i>	<i>to such member's address as shown in the company's register of members or the address notified to the company for that purpose;</i>
---	--

<i>in the case of a director or alternate:</i>	<i>to his last known address or the address last notified to the company for that purpose; and</i>
--	--

<i>in the case of the company:</i>	<i>to its registered office,</i>
------------------------------------	----------------------------------

or

(b) where a fax number or an address for email or other form of electronic communication has been notified to or by the company for that purpose, be sent by the relevant form of electronic communication to that address.

12.2 Any such notice shall be deemed to have been served and be effective:

(a) if delivered, at the time of delivery; and

(b) if posted or sent by fax, email or any other form of electronic communication on receipt or 48 hours after the time it was sent, whichever occurs first.

12.3 *In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the company in respect of the joint holding. Notice so given shall constitute notice to all the joint holders.*

12.4 Regulations 112 and 115 of Table A shall not apply.

13. Winding up

In regulation 117, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

14. Indemnity

14.1 Subject to the provisions of and to the extent permitted by the Act, every director or other officer (excluding the auditors) of the company shall be entitled to be indemnified out of the assets of the company against all liabilities which he may incur in the performance or purported performance of his duties or the exercise, or the purported exercise, of his powers, or otherwise in connection with such actual or purported performance or exercise.

14.2 Regulation 118 of Table A shall not apply.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER



Charlotte Kershaw
For and on behalf of
Huntsmoor Nominees Limited
Carmelite
50 Victoria Embankment
Blackfriars
LONDON EC4Y 0DX

Limited company

DATED this 5th day of May 2005

WITNESS to the above signature



Kerry Rowson
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX