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THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

- of -

DORKHEIM LIMITED[1]

Incorporated on: 25 August 2006

Company Number: 5916932

[1] Change of Company name, written resolution dated 23 January 2007

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

DORKHEIM LIMITED

Company Number: 5916932

1. NAME OF COMPANY

The name of the Company is DORKHEIM LIMITED.

2. REGISTERED OFFICE

The registered office of the Company will be situated in England.

3. OBJECTS OF COMPANY

The Company's object is to carry on business as a general commercial company and in furtherance thereof but without prejudice to the generality of the power contained in section 3A of the Companies Act 1985 (the "Act") and to the generality of any other power from time to time conferred by any statute then in force, the Company shall have the following powers:

3.1 To carry on any trade or business whatsoever.

3.2 To do anything whatsoever which may be considered expedient to enhance the value of or render profitable or further the interests of any of the property, rights, business or activities of the Company (or any subsidiary, holding or associate company of the Company) for the time being or to facilitate the attainment of any other of the objects of the Company herein stated or the business of the Company generally (or any subsidiary, holding or associate company of the Company) or in any respect.

3.3 To acquire by any means and in any manner whatsoever any property or asset of any kind whatever and any rights, privileges and interests of any kind in or over any form of property or asset.

3.4 To subscribe for, take, underwrite, place, purchase or acquire by any means whatsoever and to hold and deal with in any manner any shares (whether fully or partly paid), stock, debentures, debenture stock, bonds, loan stock, loan notes, obligations, units in any collective investment scheme, warrants, certificates representing securities, or other securities in or of any other person, company, undertaking, government or authority whatsoever and any rights to or interests in the same, and to cause any of the same to be vested in or held by nominees or a nominee for and on behalf of the Company and (subject always to the legal restrictions and requirements for the time being applicable) to purchase any shares or other securities of the Company.

3.5 To purchase or acquire by exchange or otherwise and to undertake all or any part of the goodwill, business, undertaking, property, assets and liabilities of any person, to discharge all or any of the liabilities of such business, to conduct and to develop or wind up and liquidate such business, to purchase and take steps for the acquisition of existing and new licences in connection with any such business, to acquire and hold controlling and other interests in the share or loan capital of any

person and to provide financial, managerial and administrative advice, services and assistance for any person in which the Company is interested, and for any other person.

3.6 To apply for, register, renew, purchase or otherwise acquire, protect and deal with any patents, patent rights, utility models, design protection (including industrial designs and layout designs of integrated circuits), database rights, brevets d'invention, licences, concessions, copyright and neighbouring rights, trade marks, service marks, collective marks, certification marks, geographical indications, appellations of origin, plant variety rights and the like, or any secret or other information as to any invention or secret process which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account of the property, rights or information so acquired and to expend money in experimenting upon and testing and improving or seeking to improve any patents, patent rights, 'utility models', design protection (including industrial designs and layout designs of integrated circuits), database rights, brevets d'invention, licences, concessions, copyright and neighbouring rights, trade marks, service marks, collective marks, certification marks, geographical indications, appellations of origin, plant variety rights, inventions, secret processes or rights which the Company may acquire or propose to acquire.

3.7 To purchase, take in exchange or on lease, rent or hire, occupy or otherwise acquire, whether for investment or resale, any lands (freehold, leasehold or otherwise), factories, warehouses, mills, depots, shops, offices, dwellings and other buildings and premises, machinery, plant and stock-in-trade, mines, mineral rights, privileges, easements, licences or other rights or interests in or with respect to any land, buildings, premises, assets or otherwise for the purposes of the Company and as to any purchase of land or buildings either in consideration of a gross sum or of a rent charge or partly in one way and partly in the other, or for any other consideration or for no consideration if such be expedient; and to grant and create in perpetuity or for a term of years only, rent charges or ground rents out of any part of the Company's or leasehold property and to sell any property in consideration wholly or partly of a rent charge or ground rent and to sell, mortgage, redeem or otherwise deal with any such rents.

3.8 To improve, manage, repair, renew, construct, develop, assemble, let on lease, hire out, sell, charge, dispose of, turn to account, grant licences, concessions, options, interests, rights and privileges over or in respect of and otherwise deal with the whole or any part or parts of the property, assets and undertaking of the Company, (and in the case of any land at any time held by the Company without limitation to the foregoing to develop the same in particular by selling, leasing or otherwise disposing of the same by laying out and preparing the same for building purposes and by pulling down buildings and to drain, pave and build upon or otherwise extend or improve all or any part of the same).

3.9 To sell, exchange, lease, surrender, accept surrenders of leases and mortgage, charge, dispose of, turn to account or otherwise deal with or grant rights over or in respect of, for any purpose whatsoever, all or any part of the property and rights of the Company and for any consideration of any kind (or for no consideration if such be expedient).

3.10 To promote any person for any purpose which is or includes the acquisition by purchase, exchange or otherwise, of all or any of the undertaking, property and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to subscribe for, place, underwrite, or otherwise acquire or procure the issue of any securities of any such person.

3.11 To manage, finance, control, co-ordinate and assist in any way, whether alone or jointly with any other or others, any person in which the Company has any direct or indirect interest and to provide to any such person services and facilities of any kind whatsoever and make such arrangements with or in respect of such person, its business and activities as may seem expedient.

3.12 To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person carrying on or engaged in any business or transaction which the Company is authorised to carry on or engage in or in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and to lend money to, guarantee the contracts of or otherwise assist or subsidise any such person, and to take or otherwise acquire shares and securities of any such person and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same and to give to any person special rights and privileges in connection with or control over the Company and in particular the right to nominate one or more directors of the Company.

3.13 To amalgamate with any other person.

3.14 To sell or otherwise dispose of any or all of the undertaking, assets and property of the Company or any part thereof for such consideration as the Company may think fit (or for no consideration if such be expedient) and in particular for shares (whether fully or partly paid), stock, debentures, debenture stock, bonds loan stock, loan notes, obligations, units in any collective investment scheme, warrants, certificates representing securities or other securities in or of any other person, undertaking, government or authority whatsoever and any rights to or interests in the same.

3.15 To deal with the monies of the Company in such manner as may from time to time be determined, and so that the Company shall have without any limitation all the powers of investment and otherwise which it would have were it a natural person absolutely entitled to the same.

3.16 To lend money, grant credit and provide other financial assistance, with or without security, and to such persons or companies and on such terms as may seem expedient, and to guarantee and otherwise secure, whether by personal covenant or by mortgage, charge, indemnity or otherwise in any manner whatsoever (whether or not for consideration) the payment of money and the performance of contracts and obligations of any other person whatsoever on whatever terms may be considered expedient and whether or not there is any immediately apparent benefit to the Company in so doing.

3.17 To render services, assistance and support of any kind to any person on any terms and for any or no consideration and otherwise in all respects as may seem expedient.

3.18 To deal in foreign currencies in any manner and for any purpose whatsoever.

3.19 To borrow, receive, take on deposit or otherwise raise any money, or obtain any other form of financial assistance, for any purpose, in any manner and upon any terms.

3.20 To secure the payment of money and the performance of any obligation or liability whatsoever which the Company may undertake or which may become binding upon it (whether on its own account or that of another) in such manner as may be thought fit whether by mortgage, charge, standard security, lien, debenture, debenture stock, perpetual or otherwise charged upon any of the Company's property (both present and future) including its uncalled capital and to purchase, redeem, exchange, vary, extend or pay off and from time to time re-issue any such securities.

3.21 Subject to compliance with the applicable requirements of any law in force at the relevant time, to give (whether directly or indirectly) any kind of financial

assistance to any person and for any purpose, including a purpose relating to the acquisition of shares in the Company or any holding company of the Company; without limiting the foregoing and subject to compliance with the provisions of sections 155 to 158 (inclusive) of the Act, if and so far as such provisions shall be applicable, to give, whether directly or indirectly, any kind of financial assistance, as defined in section 152(1)(a) of the Act, for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act or otherwise permitted by statute at the relevant time.

3.22 To issue for such purpose and on such terms as may be thought fit any shares, debentures, debenture stock, loan stock, loan notes, warrants, obligations and other securities of any kind whatsoever (and any rights to or interests in the same) whether perpetual, redeemable, convertible or otherwise and carrying any rights and provisions thought appropriate in connection therewith and to reduce the capital of the Company in any manner permitted under Part V of the Act.

3.23 To give to any officers or employees of the Company (or any subsidiary, holding or associate company of the Company) any share or interest in the profits of the Company's business or any branch thereof (whether through acquisition of any securities of the Company, by profit sharing schemes or otherwise howsoever) and for that purpose to enter into any arrangements that the Company may think fit and to enter into any arrangements or agreement for sharing profits with all or any such officers and employees or granting to them commissions, privileges or other concessions and to grant pensions, annuities, gratuities, insurance, superannuation and other allowances, (including allowances on death) to any directors, officers or employees or former directors, officers or employees of the Company or any company (or any subsidiary, holding or associate company of the Company) or of any predecessor in business with any of them and to the relations, connections (including, without limitation, personal representatives or nominated beneficiaries) or dependants of any such person, and to other persons whose service or services have directly or indirectly been of benefit to the Company (or any such holding company or subsidiary) or who the Company considers have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any associations, institutions, clubs, schools, building and housing schemes, funds and trusts, and provide facilities, advantages and services, and to make payment towards and establish and operate insurances, trusts, funds or other arrangements likely to benefit any such persons or otherwise advance the interests of the Company or of its Members and to subscribe, guarantee, lend or pay money (including to any charitable, benevolent or public cause or object) for any purpose likely, directly or indirectly, to further the interests of the Company or of its members.

3.24 To remunerate in any manner whatsoever which may seem expedient any person for services rendered or to be rendered to the Company.

3.25 To give, lend, provide or otherwise make available any money, assets, facilities, services or assistance of any kind whatsoever to or for any national, charitable, benevolent, educational, social, public, general or useful object, and to make or join in any arrangements or scheme whatsoever for or in connection with or wholly or partly for the benefit of any such object.

3.26 To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, coupons, debentures and other negotiable or transferable notes or instruments.

3.27 To assume any or all obligations in connection with the formation of the Company and without prejudice to the generality to novate or otherwise assume any contracts entered into prior to incorporation of the Company as the directors of the Company may think fit.

3.28 To pay (directly or indirectly) all or any expenses incurred in connection with the formation, promotion, setting up or incorporation of the Company or of any other person or which the directors of the Company may consider to be in the nature of preliminary expenses or of or incidental to the winding-up of any person the whole or part of the property whereof is acquired by the Company, or in which the Company may be interested, and to pay commissions, brokerages, fees and other payments for the underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company.

3.29 To the extent permitted by law for the time being applicable, distribute among the members of the Company or any class or classes of the such members or any individual member of the Company in specie or otherwise any property of the Company.

3.30 To act as agents, brokers, factors and intermediaries and render any services or assistance and undertake any activity to or on behalf of any other person.

3.31 To undertake and execute any trusts, the undertaking whereof may seem desirable and either gratuitously or otherwise.

3.32 To adopt such means of making known the Company its business or products or securing goodwill as may seem expedient and in particular by advertising in the press, by circulars, by purchase or exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations and to provide sponsorship, subsidies and assistance of any kind whether cultural, educational, artistic, technical, financial or otherwise howsoever.

3.33 To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to apply for, promote or obtain any Act of Parliament, charter, decree, order, licence, permit, privilege, certification, registration, franchise, rights, concessions or other authorisation of any kind to assist or enable the Company to carry any of its objects into effect or to effect any modification of the Company's constitution or for any other purpose which may seem expedient (and to carry out, exercise and comply with any of the same) and to oppose any proceedings or applications which may seem directly or indirectly to prejudice the Company's interests.

3.34 To procure the Company to be registered or recognised or be granted any form of public or private authorisation in any part of the world.

3.35 Generally to do anything which a natural person might do.

3.36 To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or in any other capacity whatsoever and by or through trustees, attorneys, agents or otherwise and either alone or in conjunction with others.

3.37 To do all things specified for the time being in the articles of association of the Company.

3.38 To do all such things as may be thought incidental or conducive to the attainment of any or all of the above objects or any of them.

It is declared that the word "company" in this clause 3 shall include (as the case may be) any limited liability partnership, limited partnership, partnership or other body corporate or body of persons (whether incorporated or not incorporated) and whether domiciled in the United Kingdom or elsewhere, and the word "person" (except where the context provides otherwise) shall include any legal entity and company as well as any natural person.

The objects specified in each of the sub-clauses in clause 3 above shall be regarded as independent objects and accordingly shall in no way be limited or restricted (except where otherwise expressed in them) by reference to or inference from the terms of any other sub-clause 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 defined the objects of a separate and distinct company.

4. LIABILITY OF MEMBERS

The liability of the members of the Company is limited.

5. SHARE CAPITAL

The capital of the Company is £1,000 divided into 1,000 shares of £1 each with power to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or other special rights, privileges or conditions and with power from time to time to alter, modify or abrogate any preferential, deferred, qualified or other special rights, privileges and conditions for the time being attached to any class or classes of shares.

We, the subscriber 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 in the capital of the Company set opposite our name.

Name and address of subscriber	**Number of shares taken**
Laytons Management Limited	One
Carmelite 50 Victoria Embankment Blackfriars London EC4Y 0LS	for and on behalf of Laytons Management Limited
Total number of shares taken	One

Dated:

Witness to the above signature:
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0LS

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

DORKHEIM LIMITED

Company Number: 5916932

1. PRELIMINARY

1.1 Table A

1.1.1 The Regulations contained in or made applicable by Table A of the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No 805) as amended and for the time being in force ("Table A") shall apply to the Company except as they are excluded or varied by these Articles and in case of any variation or inconsistency between these Articles and Table A these Articles shall prevail.

1.1.2 References to Regulations are to regulations of Table A.

1.1.3 In Regulation 1 between the words "regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted.

1.2 The Act

In these Articles the expression the "Act" means the Companies Act 1985 including any statutory modification or re-enactment of it for the time being in force.

1.3 Construction

For so long as the Company has only one member, all provisions of these Articles and the Regulations shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary or expedient in relation to a company which has only one member.

2. SHARE CAPITAL

2.1 Authorised Share Capital

The initial share capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.

2.2 Powers of Allotment

For the purposes of section 80 of the Act the directors are hereby authorised for the period of five years from the date of incorporation of the Company to allot relevant securities, as defined by section 80, up to the amount of the original authorised but unissued share capital of the Company. Any such allotment may be made at the absolute discretion of the directors, to whom, and on such terms, as they think fit. Pursuant to section 91 of the Act, section 89 (1) and sub-sections (1) to (6) of section 90 of the Act shall be excluded from applying to any allotment of equity securities in the capital of the Company.

3. LIEN

3.1 Company's Lien

Without prejudice to the lien conferred by Regulation 8, the Company shall have first and paramount lien on all shares for all monies presently payable by a member or his estate to the Company. The liens conferred by Regulation 8 shall attach to fully paid shares and to all shares registered in the name of any person so indebted or under liability to the Company

whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

3.2 Members' Liability in respect of a Call

The liability of any member in default in respect of a call shall be increased by the addition of the words "and all expenses incurred by reason of such non-payment" at the end of the first sentence of Regulation 18.

4. TRANSMISSION OF SHARES

The directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within 30 days of the date of such notice the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with and Regulation 31 shall be modified accordingly.

5. TRANSFER OF SHARES

5.1 General

The directors shall refuse to register any transfer of shares made in contravention of the provisions of these Articles but (subject to Regulation 24 of Table A) shall not otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.

5.2 Prohibited transfers

No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without either the consent in writing of the holders of 75% of the Company's issued share capital or the passing of a special resolution of the Company.

6. GENERAL MEETINGS

6.1 Notice

Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.

6.2 Absence of Quorum

No business shall be transacted at any general meeting unless a quorum is present. Unless the Company is a single member company two persons entitled to vote upon the business to be transacted being a member or a proxy for a member, or a duly authorized representative of a body corporate, shall be a quorum. A member may participate in a general meeting by means of conference telephone, audio-visual link or other form of telecommunication whereby all persons participating in the meeting are in direct communication with each other and any member participating in a general meeting in this manner shall be deemed to be present in person at such meeting. If at any time the Company is a single member company the single member shall constitute a quorum but shall record decisions in writing in accordance with the provisions of the Act. If within half an hour from the time appointed for the general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting, the

adjourned meeting shall not proceed and shall be deemed not to have been convened. Regulations 40, 41 and 45 shall not apply.

6.3 Proxies

An appointment of a proxy shall be in the usual common form or in any other form which the directors may accept and:

6.3.1 in the case of an individual shall be signed by the appointor or his attorney; and

6.3.2 in the case of a body corporate shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the body corporate.

The directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer. The signature on such instrument need not be witnessed.

6.4 Single Member Company Provisions

If and for so long as the Company has only one member the following provisions shall apply:

6.4.1 one person entitled to vote upon the business to be transacted, being the sole member of the Company or a proxy for that member or (if such member is a body corporate) a duly authorised representative of such member, shall be a quorum and Regulation 40 shall be modified accordingly;

6.4.2 the sole member of the Company (or the proxy or authorised representative of the sole member) shall be the chairman of any general meeting of the Company and Regulation 42 shall be modified accordingly; and

6.4.3 a proxy for the sole member of the Company may vote on a show of hands and Regulation 54 shall be modified accordingly.

6.5 Written Resolutions

Any resolution of shareholders in writing shall be deemed to have been passed pursuant to Regulation 53 unless it expressly states that it is passed pursuant to a statutory provision.

7. DIRECTORS

7.1 Number

Until otherwise determined by the Company in general meeting, there shall be no maximum number of directors and the minimum number of directors shall be one. In the event of the minimum number of directors fixed by or pursuant to these Articles being one, such director shall have authority to exercise all the powers and discretions vested in the directors generally and Regulation 70 shall be modified accordingly.

7.2 No Age Limit

Section 293 of the Act shall not apply to the Company and a person shall be capable of being appointed and continuing to hold office as a director notwithstanding that he has attained the age of seventy or any other age and no special notice shall be required in relation to his appointment or reappointment.

7.3 Appointment and Retirement

The directors shall not be required to retire by rotation and accordingly:

7.3.1 Regulations 73 to 77 (inclusive) and Regulation 80 shall not apply to the Company; and

7.3.2 Regulation 78 shall be read and construed as if the words "Subject as aforesaid" and the words "and may also determine the rotation in which any additional directors are to retire" were deleted and

7.3.3 Regulation 79 shall be read and construed as if the second and third sentences were deleted.

7.4 Removal and Appointment

At any time any director may be removed and/or a new director appointed by notice to the Company given in writing to its Registered Office and signed by or on behalf of any member or members holding in aggregate more than one half of the votes which would then be exercisable at a general meeting of the Company if duly convened and held.

8. POWERS AND PROCEEDINGS OF DIRECTORS

8.1 Conflicts of Interest

Subject to the Act, a director may vote at a meeting of directors or of a committee of directors (and may be counted in the quorum present at any such meeting) on any resolution concerning any matter in which he has, directly or indirectly, an interest which conflicts or may conflict with the interests of the Company provided that at or prior to such meeting he complies in respect of such a matter with the disclosure provisions in section 317 of the Act. Compliance with section 317 of the Act shall be sufficient disclosure by a director for the purpose of Regulations 85 and 86.

8.2 Powers and Directors' Gratuities and Pensions

The directors may exercise all the powers of the Company conferred by the Memorandum to pay and/or provide pensions, annuities, gratuities, superannuation and other allowances, benefits, advantages, facilities and services both for persons who are or have been directors of, or who are or have been employed by the Company or by any subsidiary or associated company of the Company and their dependants and relatives and the directors are entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers. Regulation 87 shall not apply to the Company.

8.3 Remuneration of Directors

The directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by resolution of the directors and the directors (including alternate directors) shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties. Regulations 82, 83 and 84 shall be amended accordingly.

8.4 Extra Director's Remuneration

Any director who, by request of the directors, performs special services for any purpose of the Company which in the opinion of the directors is outside the normal scope of such director's duties shall receive such extra remuneration by way of salary, percentage of profits or otherwise as the directors may determine, which shall be charged as part of the Company's ordinary revenue expenses.

8.5 Format of Meeting

Any director or member of a committee of directors may participate in a meeting of the directors or such committee by means of conference telephone, audio-visual link or other form of telecommunication whereby all persons participating in the meeting are in direct communication with each other and any director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

8.6 Directors' Meetings

The directors may meet together for the despatch of business, adjourn and, subject as hereinafter provided, otherwise regulate their meetings and proceedings as they think fit. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.

8.7 Notice

Notice of meetings of the directors shall be given to all directors. Any director for the time being absent from or residing outside the United Kingdom may be given notice of the meeting by telex, facsimile transmission, electronic communication or by any similar method of communication at the address or number supplied for this purpose to the secretary of the Company, but if no such address or number has been so supplied notice shall be sent to the last known address. Regulation 88 shall be amended accordingly.

8.8 "Writing"

In Regulation 93 "writing" shall include telex, facsimile transmission, cablegram, electronic communication and any other means of reproducing words in tangible permanent form and in each case shall be deemed to be signed by a director if his name appears at the foot thereof.

9. ALTERNATE DIRECTORS

9.1 Status

An alternate director shall (except as regards power to appoint an alternate director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other directors and shall be entitled to receive notices of all meetings of the directors and to attend speak and vote at any such meeting at which his appointor is not present. Regulation 66 shall be amended accordingly.

9.2 Voting Rights

One person may act as an alternate director to more than one director and while he is so acting shall be entitled to a separate vote for each director he is representing and, if he is himself a director, his vote or votes as an alternate director shall be in addition to his own vote.

9.3 *Appointment and Removal*

Any appointment or removal of an alternate director may be made by cable, telex, facsimile transmission, telegram, radiogram, electronic communication or in any other manner approved by the directors. Any cable, telex, telegram, facsimile transmission, radiogram or electronic communication shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile. Regulation 68 shall not apply.

9.4 Termination of Office

If a director making any such appointment as aforesaid shall cease to be a director otherwise than by reason of vacating his office at a meeting of the Company at which he is re-elected the person appointed by him shall thereupon cease to have any power or authority to act as an alternate director. Regulation 67 shall not apply.

9.5 Number and Quorum

An alternate director shall not be taken into account in reckoning the minimum or maximum number of directors allowed for the time being but shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the directors attended by him at which he is entitled to vote.

10. BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money in such amount and upon such terms and in such a manner as they think fit, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof without limit and, subject to section 80 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

11. EXERCISE OF SHAREHOLDER'S RIGHTS

Any member of the Company, empowered under these Articles to give or join in giving any notice to the Company, may sign such notice either personally or by his attorney or other agent duly authorised in writing in that behalf, or, being a body corporate, under the hand of some person duly authorised by the board of directors or other governing body of that body corporate. Every such notice shall take effect from the time of its receipt by the Company and may consist of several documents each signed by one or more such members.

12. SECRETARY

The secretary shall be appointed by the directors for such term at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company. The directors may appoint two or more joint secretaries and may also from time to time appoint on such terms as they think fit one or more assistant secretaries and may remove the same from office. Joint and assistant secretaries shall exercise and share the duties of secretary as from time to time determined by the board of directors.

13. **INDEMNITY**

Every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which in such capacity 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 section 727 of the Act, in which relief is granted to him by the Court, and no director or other officer shall be liable for the 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 This Article shall only have effect insofar as its provisions are not avoided by section 310 of the Act. Regulation 118 shall not apply. The Directors shall have the power to purchase and maintain for any Director, officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act.

Name and address of subscriber	**Number of shares taken**
Laytons Management Limited	One
Carmelite 50 Victoria Embankment Blackfriars London EC4Y 0LS	
	for and on behalf of
	Laytons Management Limited
Total number of shares taken	One

Dated:

Witness to the above signature:
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0LS