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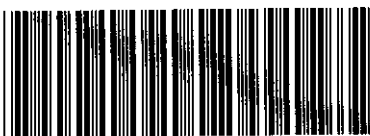
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 6264386

The Registrar of Companies for England and Wales hereby certifies that  
ONTORE 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 31st May 2007



\*N06264386M\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —



Companies House  
for the record

# 12

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

6264386

Company Name in full

Ontore Limited

I,  
of

Jonathan Cedric Cooke

8 Gray's Inn Square, Grays Inn, London WC1R 5JQ

† 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

*Jonathan Cedric Cooke*

Declared at

9 Gray's Inn Square, Grays Inn, London WC1R 5JF

Day Month Year

On

22 05 2007

● Please print name.

before me ●

VICTORIA WRIGHT

Signed

*V. Wright*

Date

22/5/2007

† 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.

Cooke Matheson Solicitors, 8 Gray's Inn  
Square, Gray's Inn, London  
WC1R 5JQ Tel 020 7242 7265  
DX number 36 DX exchange London

WEDNESDAY



A39

\*A8NN5PSE\*

23/05/2007

678

COMPANIES HOUSE

Form revised June 1998

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



Companies House  
for the record

10

Please complete in typescript,  
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of  
registered office

Company Name in full

Ontore Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

8 Gray's Square

Grays Inn

Post town

London

County / Region

Postcode

WC1R 5JQ

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

Cooke Matheson Solicitors, 8 Gray's Inn  
Square, Gray's Inn, London

WC1R 5JQ

Tel 020 7242 7265

DX number 36

DX exchange London



Form revised July 1998

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 **Ontore Limited**

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s) **Comat Registrars Limited**

Surname

Previous forename(s)

Previous surname(s)

Address

**8 Gray's Inn Square**

**Usual residential address**

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

**Gray's Inn**

Post town **London**

County / Region

Postcode **WC1R 5JQ**

Country **England**

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

Consent signature

Date

**22 May 2007**

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

**Mr**

\*Honours etc

Forename(s)

**Bernard Michael**

Surname

**Shimmin**

Previous forename(s)

Previous surname(s)

Address

**29/31 Athol Street**

**Usual residential address**

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

**Douglas**

Post town **Isle of Man**

County / Region

Postcode **IM1 1LB**

Country **British Isles**

Date of birth

Day Month Year

**01 01 1951**

Nationality **British**

Business occupation

**Company Director**

Other directorships

**SEE ATTACHED**

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

Consent signature

Date

**21/05/2007**

**Directors** (continued) (see notes 1-5)

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

**This section must be signed by****Either****an agent on behalf  
of all subscribers****Signed****Date****Or the subscribers****( i.e those who signed  
as members on the  
memorandum of  
association).****Signed**

*cf. above*  
*pp. 10/11 Registrar General*

**Date**

22. 05. 2007

**Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

Companies of which Mr Bernard Michael Shimmin is Director

For all jurisdictions

Name	Company number
Phase Limited	070665C
Cadema Limited	67398C
Empire Limited	48221
Evergreen Enterprises Limited	069431C
Latona Limited	067399C
Murdoch Investments Limited	063051C
Tanfield Trading Limited	22943
Avanova Inc	13076
Southsea Enterprises Limited	062461C
Pascal Limited	41780
Sunberry Enterprises Limited	069562C
Ariette Enterprises Limited	072105C
Y.J. Limited	073556C
Jedmac Limited	29866
Saresa Developments Limited	075844C
Parsonage Farm Limited	075225C
Highlander Enterprises Limited	
Heritage Enterprises Limited	079130C
Franco (I.O.M.) Limited	072603C
Forward Enterprises Limited	079895C
Hartan Limited	025052C
Bucknall Enterprises Limited	080422C
Green Line Enterprises Limited	080425C
Contracting & Consulting Limited	082952C
Sunmill Enterprises Limited	083833C
Triplex Limited	084410C
Paramount Limited	085630C
Sunleigh Limited	086639C
Berringscourt Limited	088709C
Dylan Developments Limited	088907C
Somerset Limited	50309C
Tropical Ocean Limited	092400C
Twinpeek (IOM) Limited	092717C
Medical Solutions (PVT) Limited	294829
Kilkenny Enterprises Limited	094300C
Resource Planning Limited	094248C
Golf Paradise Limited	094714C
Seneca Transport Inc	43462
Olmec Limited	095182C
Astrac Limited	096529C
Tropical Island Properties Limited	096718C
Barrier Properties Limited	096717C
Ashbank Limited	097615C
Hilbrew Limited	079654C
Jacaranda Limited	004319C
Cederbank Limited	098481C
Reef Properties Limited	098529C
Metropolitan Properties Limited	098772C
Stedworth Limited	80629
Toone Consulting Limited	099970C
Golf Bookings.Com Limited	100339C
Soroni Enterprises Limited	100940C
Whitchampion Limited	102059C

Whitchallenger Limited	102058C
Munster-Mann Properties Limited	23599C
Starline Project Services Limited	102280C
Whitman (Shipping) Limited	102279C
McQueen Limited	102825C
Cherry	102897C
Ebony	102896C
Hickory	102898C
Teak	102903C
Beta Enterprises Limited	102913C
Regents Properties Limited	C103558
Faustino Inc	2647814
Geronimo Limited	104318C
Cultra Limited	104404C
Jasmick Limited	104403C
Onepricetravel.Com Limited	104557C
Crosbie Cain & Kennish (2001) Ltd	104691C
Alderdown Limited	104846C
Larkhill Limited	104845C
Carioca Limited	104844C
Strategic Service Group Limited	105348C
Princes Gate Court Limited	105626C
Rigondaine Investments Limited	43366
Tayside Limited	8454
Kenilworth Limited	106138C
RCS Limited	101618C
Ballatush Limited	101581C
Ibis Worldwide Limited	503163
Artfield Holdings Limited	106597C
Crystal Properties Limited	107020C
Aqua Properties Limited	107141C
Littlewoods Isle of Man Limited	103130C
Allendale (Environmental) Limited	107536C
Golf Bookings.Com (Holdings) Ltd	107537C
Greenspot Limited	088005C
Regency Systems Limited	094802C
Ladybower Limited	090593C
Binford Limited	108091C
Apex Pharmaceuticals Limited	108345C
Valore Limited	095804C
Bettus Limited	100378C
Carnado Limited	108466C
Nadina Limited	108467C
Bensdale Limited	108582C
Junction 34 South Limited	109963C
Nova Consultants Limited	092316C
RMS Communications Limited	110125C
Winvale Limited	110127C
Win Seminars Limited	110126C
Pembroke Solutions Limited	110213C
Universal Limited	110313C
Abbey Enterprises Limited	110692C
Goodlane Limited	110784C
Fern Enterprises Limited	110812C
Newline Limited	111111C
Josgest SA Limited	111368C
Memorex Limited	111400C
Collina Limited	111489C
Wot-U-Want Limited	111579C
Volvic Limited	111668C
TPC Limited	111926C

Fairhill Limited	112339C
Lynx Limited	112475C
Wayside Limited	112476C
Sharp Services Limited	112930C
Professional Electronic Design Ltd	5421847
Coote Street Limited	113712C
Sirius Limited	113825C
Sapphire Holdings Overseas Limited	318303
RW Consulting Limited	114295C
Harrowby Trading Limited	073130C
Mango Properties Limited	114635C
Farlenton Holdings Limited	376215
Sea Breeze Limited	115052C
Papyrus Limited	115036C
Smartcourt Limited	115112C
Techno Logistics Limited	115402C
BSL Communications Limited	115500C
Petrojas Services Inc	
Ryath Corp	688932
Moredel Group Inc	
Bradda Properties Limited	115948C
Blue Chilli Properties Limited	116047C
Prime Oil Holdings Limited	657851
Ringwood Limited	22384
Licensit Limited	5812532
Aloisi Ventures Limited	182369
U.T.F. United Three Foot Limited	117721C
C.M.C. Limited	117722C
Acaena Limited	117931C
Aleros Limited	118548C
Bryant Worldwide Holdings Limited	1372117
Overston International Holdings	1373115
Ontore Limited	000842V
Amstal Properties Limited	11888C
Astor High Income (GP) Limited	118500C
Park Hill Fund (GP) Ltd	107800



62556120

THE COMPANIES ACTS 1985 AND 1989  
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

ONTORE LIMITED

WEDNESDAY



A39 \*A8NMHPSP\* 702  
23/05/2007  
COMPANIES HOUSE

1. The name of the company is "Ontore Limited" (hereinafter called "the Company").
2. The registered office of the Company is to be in England.
3. The objects for which the Company is established are:
- 3.1 to carry on business as a general commercial company and any trade or business whatsoever and any lawful purpose pursuant to the Companies Act 1985 (hereinafter called "the Act") as amended, extended or applied by or under any other enactment or as re-enacted;
- 3.2 to carry on any other trade or business whatsoever which can in the opinion of the members or directors of the Company be conveniently or advantageously or profitably carried on in connection with or ancillary to any of the business of the Company or calculated directly or indirectly to enhance the value or render more profitable any of the Company's assets;
- 3.3 to assume the obligations or any of them arising from the formation of the Company and without prejudice to the generality thereof to pay all costs, charges and expenses incurred or sustained in or about the promotion or establishment of the Company or which the directors may consider to be in the nature of preliminary expenses, and to novate or otherwise assume any contracts entered into prior to incorporation of the Company as the directors may think fit;
- 3.4 to undertake or acquire all or any part of the business, assets, liabilities of or any share in any company, partnership or person carrying on or proposing to carry on all or any of the objects for the time being of the Company, or to amalgamate, enter into partnerships, share profits, co-operate, or engage in mutual assistance with any such company, partnership or person or for subsidising or otherwise assisting any such company, partnership or person, and to give or accept by way of consideration for any of the acts or things

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aforesaid or property acquired, any shares debentures, debenture stock or securities however received, and to conduct and carry on, liquidate or wind up any such business;

- 3.5 to apply for, subscribe, take, purchase or otherwise acquire, hold and deal with shares, debentures, options or other interests in or securities of any other company so as to benefit directly or indirectly the Company or enhance the value of its property, and to co-ordinate, finance, manage, supervise or control the business and operations of any company in which the Company may hold such interest;
- 3.6 to acquire and take options over and deal with any property whatsoever, including but without limit any shares in the capital of the Company, and any rights or privileges of any kind over or in respect of any property, and without limit to purchase, take on lease, exchange hire, or otherwise acquire any estate or interest in any real or personal property, and to deal with the same or any part thereof;
- 3.7 to promote any other business for the purpose of acquiring the whole or any part of the business, property, undertaking or liabilities of the Company or of any business, property, undertaking or liabilities which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to subscribe for, purchase or otherwise acquire or place or guarantee the placing of or underwrite all or any part of the shares, debentures or securities of any such company as aforesaid;
- 3.8 to sell, let (including but not limited to letting by way of assured shorthold tenancy), exchange, dispose of, turn to account, grant licences, options rights or privileges in respect of, mortgage, charge, or otherwise deal with all or any part of the business and property of whatever nature (whether or not as a going concern) of the Company, and to deal in any manner as aforesaid with the same or any part thereof either together or in portions for such consideration whether shares, debentures, options, cash or real or personal property of any other nature without limitation as the members or the directors of the Company may think fit;
- 3.9 to erect, build, manufacture, improve, manage, construct, repair, maintain, alter or develop any real or personal property;

- 3.10 to invest and deal with any moneys in any manner, and to hold, alter, dispose of or otherwise without limitation deal with any investments so made;
- 3.11 to receive money on deposit or loan, and to borrow or raise money or credit as may seem expedient without limitation and whether with or without any security or guarantee therefore, and to issue any debentures or debenture stock whether perpetual, irredeemable or otherwise;
- 3.12 to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of the property or assets whether present or future and including but not limited to the uncalled share capital of the Company, and also by any such means to secure and guarantee the performance by the Company, any holding, subsidiary or associated company of the Company, or any other person, firm or company of any obligation undertaken by the Company or any of them as the case may be, and to stand security or guarantor for or otherwise support any obligation of any other person, firm or company whether by personal covenant, mortgage, charge, standard security or lien upon the whole or any part of the undertaking, property and assets of the Company whether present or future including but not limited to its uncalled share capital;
- 3.13 to advance or lend money or give any credit to any person, firm or company as the directors or members may think fit, and to give financial assistance as statutorily permitted for the acquisition or redemption of any shares, debentures, option rights or other security of the Company;
- 3.14 to draw, issue, accept, endorse, discount, negotiate, make or deal with as may seem expedient cheques, bill of exchange or lading, promissory notes, warrants, coupons, debentures, and other negotiable or transferable notes or instruments;
- 3.15 to seek any permission, order or other privilege, charter, concession, decree, right, or licence from any government department, national or local authority or official body in any part of the world where the Company does or may do business or other official sanctions for enabling the Company to pursue any of its objects for the time being or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests and comply with the same, and to oppose or defend any proceedings or

application which may seem directly or indirectly to advance or prejudice the Company's interests as the case may be;

- 3.16 to seek in any part of the world and deal with, grant or obtain licences in respect of, manufacture under, operate, test, improve, or experiment on any invention, discovery, copyright, patent, brevet d'invention, licence, secret process, trade mark, service mark, design, registration, protection and concession as may seem expedient or beneficial, and to register, re-register, disclaim, alter, modify, use, and turn to account the same or any of them;
- 3.17 to act as principal, nominee, agent (whether disclosed or undisclosed), broker, trustee, factor, contractor or sub-contractor in any part of the world;
- 3.18 to pay, reward or remunerate anyone supplying goods or services to the Company by cash, goods, services or any securities of the Company;
- 3.19 to give to any charitable, benevolent or public cause or object which may be of benefit to the Company or any holding, subsidiary, or associated company of the Company or any directors or employees thereof, and to provide or pay towards any pension, annuity, gratuity, insurance, superannuation or other allowance or benefit, and generally to provide advantages, facilities and services for any persons who are or have been directors of or employed by, or serving the Company or any holding, subsidiary or associated company of the Company or any predecessor thereof and to members of the family, dependants personal representatives or nominated beneficiaries of any such persons, and to set up, establish, maintain, provide, contribute towards and lend in favour of any incentive, profit-sharing, option, or savings related scheme for the benefit of the employees of the Company or any holding, subsidiary or associated company as aforesaid;
- 3.20 to distribute among the members of the Company in specie or otherwise any property of the Company of whatever nature, including but not limited to the shares, debentures or other securities of any other company taking over the whole or any part of the undertaking, assets or liabilities of the Company, and to purchase or assist in the purchase of or redeem the shares for the time being (including but not limited to any redeemable shares) or reduce the capital of the Company in any manner permitted under Part V of the Act;

3.21 to carry on any of the objects for the time being of the Company in any part of the world as principal or by or through agents, trustees, brokers, sub-contractors or otherwise and either alone or jointly with any other person, firm or company

3.22 to do all things specified for the time being in the articles of association of the Company.

The objects in each preceding sub-clause shall not be in any way limited or restricted by reference to or inference from the terms of any other sub-clause herein except as may be expressly stated, or by the name, place or date of incorporation of the Company. Each sub-clause, object or power herein shall be a main object of the Company and not ancillary or subsidiary to any other sub-clause, object or power herein. The Company shall have as full a power to exercise all or any of the objects and powers in each sub-clause herein as if each sub-clause contained the objects of a separate company. Reference to any company herein shall be deemed to include any body whether incorporated or not and wherever in any part of the world set up, established or registered.

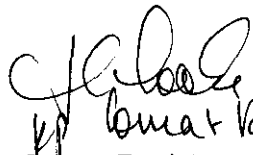
4. The liability of the members is limited.
5. The share capital of the Company is £1,000 divided into 1,000 shares of £1 each.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown below against my name

Name & Address of Subscriber

Number of Shares Taken

Signed :

  
Gommat Registrars Limited

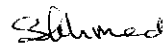
Name : Gommat Registrars Limited  
Address : 8 Gray's Inn Square  
London  
WC1R 5JQ

Two

Dated 22nd May . 2007

Witness to above signature:

Signed :



Name : SHAHEEN AHMED  
Address : 8 GRAY'S INN SQUARE  
LONDON WC1R 5JQ

Occupation : LEGAL SECRETARY

**THE COMPANIES ACTS 1985 AND 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

- of -

**ONTORE LIMITED**

General

1. Regulations 54, 57, 62, 65, 70, 72 and 73 to 80 (inclusive) 94, 95, 112, 115 and the last sentence of Regulation 84 of Table A shall not apply to the Company, but the articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations to Table A shall constitute the articles of association. Accordingly, in these articles "the Act" means the Companies Act 1985 including any statutory modification or re-enactment of it for the time being in force; and any reference in these articles to a provision of that Act includes a reference to any statutory modification or re-enactment of that provision for the time being in force.

Share Capital

2. The share capital of the Company is £1,000 divided into 1000 Ordinary Shares of £1 each.

Restriction on power to allot shares

3. Save for the grant of any right to subscribe for or to be allotted shares under any employees' share scheme the Directors shall not exercise any power of the Company to allot relevant securities unless they are authorised to do so by special resolution of the Company.

Share Transfers

4. The Directors may, in their absolute discretion, and without giving any reason, decline to register any transfer of any share, whether or not fully paid save for any share transferred in accordance with Article 5 or Article 6 below.

Permitted Transfers

5. (A) A member (or other person entitled to transfer the shares registered in the name of a member) may at any time transfer all or any shares
  - (i) to a privileged relation (as hereinafter defined); or

- (ii) to trustees to be held upon family trusts (as hereinafter defined); or
- (iii) in the case of a corporate member to any other body corporate which is the holding company of the member or a subsidiary of the member or of its holding company; or
- (iv) to a nominee of the member or, where the member is a nominee for any other person, to that person or to another nominee for him provided that in any such case the transferor certifies to the Company that no beneficial interest in the share passes by reason of the transfer.

(B) For the purpose of the foregoing paragraph (A) the expression "member" shall not include a trustee holding shares upon a family trust as hereinafter defined but where shares are held by such trustees :

- (i) such shares may on any change of trustees be transferred to the trustees for the time being;
- (ii) such shares may at any time be transferred to any person to whom under paragraph (A) hereof the same could have been transferred by the settlor if he had been the holder thereof;
- (iii) if and whenever any such shares cease to be held upon family trusts (otherwise than in consequence of a transfer authorised under sub-paragraph (ii) of this paragraph) the trustees shall be bound forthwith to give a transfer notice (as hereinafter defined) in respect of the shares in question.

(C) For the purposes of this article:-

- (i) the words "privileged relation" shall mean the grandfather or grandmother of the member any lineal descendant of such grandfather or grandmother or any person who is or has been married to any such grandfather or grandmother or to any such lineal descendant or any stepchild or adopted child of the member or of such grandfather or grandmother or of any such lineal descendant;
- (ii) the expression "family trusts" shall, in relation to any member, mean trusts (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the member concerned or a privileged relation of such member and no power of



control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees or the member concerned or a privileged relation of such member.

#### Pre-emption Rights on Transfer

6. Except as provided in Article 5 none of the shares of the Company shall be transferred except in accordance with the provisions contained in this Article:-

- (A) Before transferring any shares the person proposing to transfer the same (hereinafter called "the proposing transferor") shall give a notice in writing (hereinafter called "the transfer notice") to the Company that he proposes to transfer the same and the transfer notice shall constitute the Directors his agent for the sale of the shares therein mentioned at the prescribed price (as hereinafter defined) to any member or members in accordance with these articles. A transfer notice once given or deemed to be given shall not be revocable except with the consent of the directors. A transfer notice may state whether or not the proposing transferor is willing to sell at the prescribed price any lesser number of shares than the total number included in the transfer notice and, if so, what number.
- (B) All shares comprised in any transfer notice shall, within 14 days after the transfer notice is received by the Company (or where there is no agreement between the proposing transferor and the directors as to the prescribed price within 7 days after the same shall have been determined as hereinafter provided) be offered by the directors in writing to each member holding Ordinary Shares (other than the proposing transferor) for purchase at the prescribed price inviting him to state in writing within 28 days from the date of the said offer whether he is willing to purchase any and if so what number of shares. At the expiration of the said period the directors shall allocate the shares comprised in the transfer notice to the member or members who shall have notified their willingness to purchase as aforesaid and in the event of competition in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of Ordinary Shares.
- (C) If within two months after the transfer notice is given or deemed to be given (or, where there is no agreement between the proposing transferor and the directors as to the prescribed price within two months after the same shall

have been determined as hereinafter provided) the directors shall pursuant to the foregoing provisions of this article find a member or members (hereinafter called "a purchaser" or "purchasers") willing to purchase all the shares concerned or where the proposing transferor has stated in the transfer notice that he is willing to sell any lesser number, any number of them (not being fewer than the number stated as the minimum number in the transfer notice) and shall give notice in writing thereof to the proposing transferor, he shall be bound, upon payment of the prescribed price, (or such portion thereof as shall pursuant to any agreement between the proposing transferor and the purchaser be payable by the purchaser on completion of the purchase) to transfer such shares to the respective purchasers thereof. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him, and the purchase shall be completed at a place and time to be appointed by the directors not being less than seven days nor more than twenty-eight days after the date of service of such notice.

- (D) If in any case a proposing transferor, after having become bound to transfer any shares to a purchaser, shall make default in so doing the directors may authorise some person to execute any necessary transfers in favour of the purchaser or purchasers and may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register of members as the holder of the said shares and will hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, who shall not be bound to see the application thereof, and after the name of the purchaser has been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- (E) The expression "the prescribed price" shall mean such sum per share:-
- (a) as may be agreed upon between the proposing transferor and the directors; or
  - (b) in default of such agreement being reached within 14 days of receipt of the relevant transfer notice by the Company as may be determined by an independent Chartered Accountant to be appointed by the proposing transferor and the directors or failing agreement as to such appointment to be appointed at the instance of the proposing

transferor or the directors by the President for the time being of the Institute of Chartered Accountants in England and Wales who shall state in writing what is in his opinion the fair selling value thereof taking into account the provisions of paragraph (F) below.

- (F) For the purpose of determining the fair selling value of shares the Chartered Accountants appointed for the purpose shall be given by the directors all such information relating to the Company, its business and prospects as he might reasonably require and shall take account of the latest accounts of the Company, the fair value of the business of the Company as a going concern and having regard (if relevant) to any anticipated effect of any person ceasing to be an employee and assuming a sale of the shares between a willing vendor and willing purchaser, but without taking into account (a) (if it be the fact) that the shares constitute a minority interest; (b) any offer made by any other shareholder. Such valuation (and any other valuation whether pursuant hereto or to any other provision of the Act) shall be effected by valuing the whole of the issued Ordinary Share capital and by taking such fraction thereof as represents the proportion that the shares being valued bear to the entire issued Ordinary Share capital at the time of such valuation. The fees and expenses of the independent Chartered Accountant in connection with such certificate shall be borne as to half by the proposing transferor and as to the remaining half amongst the purchasers (if any) of the shares in proportion to the number of shares to be purchased by them respectively or if there are no such purchasers such remaining half shall also be borne by the proposing transferor. Such Chartered Accountant shall be deemed to act as an expert and not as an arbitrator and his determination shall be final and binding on all concerned.
- (G) If the directors shall not within the said period of two months find purchasers willing to purchase all the shares comprised in a transfer notice or where the proposing transferor has stated in the transfer notice that he is willing to sell any less number, any number of them being a number equal to or more than the number so stated in such transfer notice they shall so inform the proposing transferor by notice in writing as soon as it shall appear that such purchasers will not be found and in any event at the expiration of such period. The proposing transferor may at any time within a period of two months transfer the shares not so sold to any person and at any price not less than

the prescribed price provided that if the transfer notice shall not state that the proposed transferor is willing to sell any lesser number of shares than the total included in the transfer notice he shall not be entitled hereunder to transfer any of such shares.

- (H) For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is deemed to have been given hereunder or for the purpose of ascertaining when a transfer notice is deemed to have been given hereunder the directors may from time to time require any member or the legal personal representatives of any deceased member or the trustees in bankruptcy of any member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after request the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned.
- (I) With the consent in writing of all members for the time being the restrictions imposed by this article may be waived or varied in relation to any proposed transfer of shares.

#### Powers of Directors

- 7. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the Company. In the event of any conflict between the provisions of this Article and those of any other Article the provisions of this Article shall prevail. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power give to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

#### Delegation of Directors' Powers

8. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or other director such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

#### Appointment of Additional Directors

9. The directors may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.
10. The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director and, without prejudice to the provisions of the Act, may by ordinary resolution remove a director from office.

#### Appointment of Directors

11. (A) Any member for the time being holding shares amounting to 25 per cent or more in nominal value of the issued equity share capital of the Company shall be entitled at any time and from time to time to appoint a director of the Company, to remove from office any person thus previously appointed and to appoint the same or any other person in the place of any person so appointed who may cease for whatever reason to be a director.  
  
(B) Any appointment or removal under this article 11 shall be effected by an instrument in writing signed by or on behalf of a member entitled to appoint a director as aforesaid and shall take effect upon lodgment at the registered office of the Company.

#### Removal of Directors

12. The removal of a director under article 10 shall be without prejudice to any claim the director may have for breach of any contract of service between him and the Company.

#### Retirement of Directors

13. No person shall be disqualified from being or becoming a director by reason of his attaining or having attained the age of 70 or any other age.

#### Interest of Directors

14. A director who has duly declared his interest (so far as he is required to do so) may vote at a meeting of the directors or of a committee of the directors on any resolution concerning a matter in which he is interested directly or indirectly. If he does, his vote shall be counted; and whether or not he does, his presence at the meeting shall be taken into account in calculating the quorum. Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.

#### Transfer of Shares

15. The instrument of transfer of a subscriber's share which is not fully paid need not be executed by or on behalf of the transferee. Regulation 23 of Table A shall be modified accordingly.

#### Notice of general meetings

16. Notice of every general meeting shall be given to all members other than any who, under the provisions of these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the company, and also to the auditors or, if more than one, each of them. The last sentence of Regulation 38 of Table A shall not apply.

#### Votes of members

17. At a general meeting, but subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative and every proxy for any member (regardless of the number or the holdings of the members for whom he is a proxy) shall have one vote, and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

#### Delivery of proxies

18. The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority, certified notarially or in some other manner approved by the directors, may be delivered to the office (or to such other place or to such person as may be specified or agreed by the directors) before

the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken subsequently to the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid. The directors may at their discretion treat a faxed or other machine made copy of an instrument appointing a proxy as such an instrument for the purpose of this article.

#### Alternate directors

19. Any director (other than an alternate director) may appoint any other director, or any other person who is willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

#### Power to provide for employees

20. The directors may by resolution exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

#### Power to receive uncalled monies

21. The directors may, if they think fit, receive from any member willing to advance the same all or part of the moneys uncalled and remaining unpaid on any shares held by him.

#### Notice of board meetings

22. Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the company for this purpose, or by any other means authorised in writing by the director concerned. A director absent or intending to be absent from the United Kingdom may request the directors that notices of meetings of the directors shall during his absence be sent in writing to him at an address or to a fax or telex number given by him to the company for this purpose, but if no request is made to the directors it shall not be necessary to give notice of a meeting of the directors to any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively. Regulation 88 of Table A shall be modified accordingly.

#### Participation in board meetings by telephone and fax

23. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of :-
- (a) a conference telephone; or
  - (b) any communication equipment which allows all persons participating in the meeting to hear each other; or
  - (c) (provided an electronic mail address has been duly notified pursuant to Article 27 by the relevant member and by the Chairman) electronic mail.

A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Where appropriate the views expressed shall be treated as votes in favour of or against a particular resolution.

Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is. A resolution passed at any meeting held in compliance with this Article, and recorded in writing signed by the Chair, shall be as valid and effective as if it had been passed at a meeting of the Directors (or a committee of the Directors, as the case may be).

#### Insurance

24. The Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors officers or employees of the company or of any other company which is its holding company or in which the company or such holding company or any of the predecessors of the company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the company or of any subsidiary undertaking of the company or of any such other company who are or who were at any time trustees of any pension fund in which the employees of the company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties powers or offices in relation to the company or any such other company subsidiary undertaking or pension fund. For the purposes of this Article "holding company" and "subsidiary undertaking" shall have the meanings ascribed to them in the Companies Act 1989.



#### Official seal

25. The company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine.

#### Notices

26. (A) Any notice or other document may be served on or delivered to any member by the company either personally, or by sending it by post addressed to the member at his registered address or by fax or telex to a number provided by the member for this purpose, or by leaving it at this registered address addressed to the member, or by any other means authorised in writing by the member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.
- (B) References to writing include any method of presenting words in a visible form whether in a physical document or in an electronic communication or in any other way.
- (C) Notwithstanding anything to the contrary contained in these Articles, the directors may decide that any information, notice or document may be recorded, provided, delivered, produced or executed in electronic form provided that this is done with the consent of the person entitled to receive it. A document is deemed to have been delivered electronically if a notice has been delivered stating that the document is available and how it can be accessed electronically.

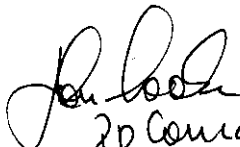
#### Time of service

27. Any notice or other document, if sent by post, shall be deemed to have been served or delivered twenty four hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post, or sent by fax or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent. A document may be sent to an electronic address notified to the Company for these purposes and will be deemed to have been properly delivered

two hours after being sent; proof that the document or notice was properly sent shall be conclusive evidence of delivery.

Name & Address of Subscriber

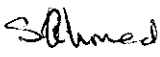
Number of Shares Taken

Signed:   
Name : 2p Coniat Registrars Limited  
Address : 8 Gray's Inn Square  
London  
WC1R 5JQ

Two

Dated 22nd May 2007

Witness to above signature:

Signed:   
Name : SHAHEEN AHMED  
Address : 8 GRAYS INN SQUARE  
LONDON WC1R 5JQ  
Occupation : LEGAL SECRETARY