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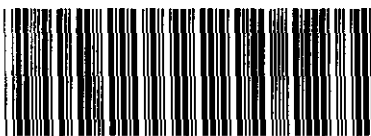
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4270534

The Registrar of Companies for England and Wales hereby certifies that
DIGITAL SPY 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 15th August 2001



N04270534C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B



DAVENPORT COMPANY SERVICES

Please complete in typescript,
or in bold black capitals.

CHFP010

12

Declaration on application for registration

Company Name in full

Digital Spy Limited

I, PHILIP C VIBRANS ON BEHALF ONLINE NOMINEES LIMITED

of OCTAGON HOUSE, FIR ROAD, BRAMHALL, STOCKPORT,
CHESHIRE, SK7 2NP

† 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

[Signature]

Declared at ~~BRISCOES SOLICITORS, 718 WILMSLOW ROAD, DIDSBURY,~~
~~MANCHESTER, M20 2DW~~

Day Month Year

on

13 08 2001

① Please print name.

① before me

BRIDGEMAN

Signed

[Signature]

Date

13/08/01.

~~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.

COMPANY REGISTRATIONS ONLINE LIMITED, OCTAGON HOUSE,
FIR ROAD, BRAMHALL, STOCKPORT, CHESHIRE, SK7 2NP

Tel

DX number

DX exchange



A16
COMPANIES HOUSE

Q441
14/08/01

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



DAVENPORT COMPANY SERVICES

Please complete in typescript,
or in bold black capitals.

CHFP010

Notes on completion appear on final

10

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

Company Name in full

DIGITAL SPY LIMITED

Proposed Registered Office

OCTAGON HOUSE

(PO Box numbers only, are not acceptable)

FIR ROAD, BRAMHALL

Post town

STOCKPORT

County / Region

CHESHIRE

Postcode SK7 2NP

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.

COMPANY REGISTRATIONS ONLINE LIMITED, OCTAGON HOUSE,

FIR ROAD, BRAMHALL, STOCKPORT, CHESHIRE, SK7 2NP

Tel

DX number

DX exchange



A16
COMPANIES HOUSE

0440
14/08/01

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for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh

Page No: 1

Company Secretary

(See notes 1-5)

Company name DIGITAL SPY LIMITED

Name *Style/Title

*Honours etc

* Voluntary details

Forename(s) ONLINE CORPORATE SECRETARIES LIMITED

Surname

Previous forename(s)

Previous surname(s)

Address

OCTAGON HOUSE

Usual residential address

FIR ROAD, BRAMHALL

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

Post town STOCKPORT

County / Region CHESHIRE

Postcode SK7 2NP

Country

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

Consent signature

for and on behalf of
ONLINE CORPORATE SECRETARIES LIMITED

Date

13 August 2001

Directors

(See notes 1-5)

Please list directors in alphabetical order

Name *Style/Title

*Honours etc

Forename(s)

Surname

ONLINE NOMINEES LIMITED

Previous forename(s)

Previous surname(s)

Address

OCTAGON HOUSE

Usual residential address

FIR ROAD, BRAMHALL

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

Post town STOCKPORT

County / Region CHESHIRE

Postcode SK7 2NP

Country

Day Month Year

Date of Birth

Nationality

Business occupation

Other directorships

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

Consent signature

for and on behalf of
ONLINE NOMINEES LIMITED

Date

13 August 2001

Directors

(continued)

(See notes 1-5)

Name

*Style/Title

*Honours etc

Forename(s)

* Voluntary details

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

Day Month Year

Date of Birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date

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

Signed

Date

Or the subscribers

Signed

Date

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

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
DIGITAL SPY LIMITED



1. The name of the Company is DIGITAL SPY LIMITED.
2. The Company's Registered Office is to be situated in ENGLAND AND WALES.
3. The Company's objects are:-
 - (a) To carry on in conjunction with each other or as separate and distinct undertakings all or any of the following businesses: manufacturers, importers, exporters, agents, dealers (both wholesale and retail) in all articles of commercial, manufacturing, personal and household use and consumption and in all kinds of raw material: printers: publishers: property investors: property investment services: property management: estate agents: financial brokers: financial advisers: conference organisers and business promoters and advisers: warehousemen: storage contractors: shipping and forwarding agents, manufacturers of and dealers in all types of equipment and machinery: dealers in property and estates: property developers and investors, property managers: to offer services of accountant, bookkeeper or secretary: estate agents, insurance agents and brokers, financiers, financial agents and to act as nominee, trustee, agent, factor, broker, executor, administrator, receiver for or otherwise on behalf of Companies, Corporations, firms or persons: builders: scaffolders: contractors: sign makers: heating and ventilation engineers and contractors: refrigeration engineers, specialist contractors: decorators: painters: bricklayers: carpenters: shuttering manufacturers and erectors: joiners: public works and contractors: plasterers: plumbers: electricians, shop front fitters: carpet dealers and layers: builders and decorators: merchants: civil, mechanical, constructional, agricultural, consulting, heating, electrical and general engineers: architects: welders: sheet metal workers: double glazing and window consultants: blacksmiths: motor engineers: garage proprietors: car dealers, car hire services, taxi proprietors and operators: travel agents: tour operators: proprietors of vehicles and vessels of all kinds: transport and haulage contractors: general engineers: tool makers: booking agents for and managers of theatres, cinemas and all other kinds of entertainments and sporting events: turf and sporting accountants: proprietors of shops, cafes, clubs, hotels and restaurants, catering contractors: dealers in foods and provisions of all kinds: wine and spirit merchants: butchers: grocers: greengrocers: fishmongers and poultry merchants: dealers in health foods: farmers: florists: horticulturists: bakers: confectioners: tobacconists: hardware merchants: dealers in plastics of all kinds, antique dealers: furniture manufacturers and dealers: leather and fancy goods dealers: jewellers: radio, television and electrical retailers: general dealers and repairers: toys: games and sports equipment dealers: photographers and dealers in all kinds of photographic material and equipment: film producers and distributors: footwear manufacturers: textile merchants: tailors: fashion designers: ladies and gentlemen outfitters: clothing manufacturers: boot shoe retailers: perfumery and cosmetic dealers: hairdressers: manufacturing and retail chemists: medical suppliers: printers: publishers: stationers: advertising and publicity agents: public relations, business consultants: business transfer agents: hire purchase and leasing operators: computer operators: programmers and dealers: video dealers: market research specialists: business advisers, mail order specialists: dyers and cleaners: dry cleaners: proprietors of laundrettes, excavation and demolition contractors: locksmiths: security advisers: plant hirers: scrap iron and waste merchants: commodity traders; and to carry on all or any of the said businesses, and provide services in connection therewith, either together as one business or as separate and distinct businesses, in any part of the world.
 - (b) To carry on any other business which in the opinion of the Company may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of the company and is calculated to enhance the value of the Company's property or further its objects or any of them.
 - (c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.
 - (d) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
 - (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
 - (f) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
 - (g) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
 - (h) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations

and contracts of any person or corporation.

(ii) * To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(j) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

(k) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(l) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(m) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(o) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(p) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(r) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(s) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(t) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(u) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(v) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that in the construction of this clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.

5. The Company's share capital is:

(a) £100.00 divided into 10,000 ORDINARY shares of £0.01 each

The shares in the original or any increased capital may be divided into several classes, and there may be 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 and address is subscribed is desirous of being formed into a Company in pursuance of this Memorandum of Association and I respectively agree to take the number of shares in the capital of the Company set opposite my name.

Name and Address of Subscriber

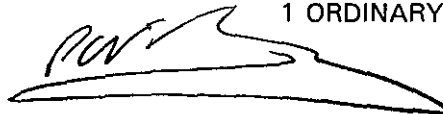
Number of Shares taken by Subscriber

PHILIP CHARLES VIBRANS

1 ASHFIELD ROAD, DAVENPORT, STOCKPORT, CHESHIRE, SK3 8UD, ENGLAND

Signed:

1 ORDINARY share



Dated: 13 August 2001

Witness to the above signature:



NEIL EDWARD WAKEFIELD, 18 AKESMOOR DRIVE, MILE END, STOCKPORT, CHESHIRE, SK2 6BU, ENGLAND

The Companies Acts 1985 and 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF DIGITAL SPY LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided, the regulations contained in Table A of the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A"), and made pursuant to the provisions of the Companies Act 1985 (hereinafter referred to as "The Act") and the Companies Act 1989 (hereinafter referred to as the "1989 Act") shall apply to the Company.
- (b) Regulations 24, 35, 40, and 73 to 82 inclusive of Table A shall not apply to the Company.
- (c) The expressions "relevant securities" and "equity securities", wheresoever appearing herein, shall bear the meanings ascribed to them by the Act.

SHARES

2. Subject to the provisions of Table A and to the following provisions of these Articles, the Directors shall have authority to exercise any power of the Company to offer, allot or otherwise dispose of any shares in the Company, or any relevant securities, to such persons, at such times and generally on such terms and conditions as they think proper provided that (insofar as the Company in General Meeting shall not have varied, renewed or revoked the said authority):
 - (i) The Directors shall not be authorised to make any offer or allotment of shares in the Company, or grant any right to subscribe for, or to convert any securities into, shares in the Company if such allotment, or an allotment in pursuance of such offer or right, would or might result in the aggregate of the shares or stock in issue exceeding, in nominal value, the amount of the Authorised Share Capital of the Company for the time being, and such limitation shall determine the maximum amount of the relevant securities which at any time remain to be allotted by the Directors hereunder.
 - (ii) The period within which the said authority to allot relevant securities may be exercised shall be limited to five years, commencing upon the date of incorporation of the Company.
3. (a) Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities by the Company.
- (b) The shares comprised in the initial allotment by the Company shall be at the disposal of the Directors as they think proper but thereafter, unless otherwise determined by Special Resolution of the Company in General Meeting, any relevant securities shall, before they are allotted on any terms to any person, be first offered on the same or more favourable terms to each person who holds shares in the Company in the proportion which is, as nearly as practicable, equal to the proportion in nominal value held by him of the aggregate of such shares in issue.
- (c) Such offer shall be made by notice in writing specifying the number of shares offered and the period, being not less than twenty one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or on receipt of notice of the acceptance or refusal of every offer so made, the Directors may, subject to these Articles, dispose of such securities as have not been taken up in such manner as they think proper. The Directors may, in like manner, dispose of any such securities as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided.
4. (a) No share shall be issued at a discount.
- (b) The Company shall not have power to issue share warrants to bearer.
- (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
5. Subject to the provisions of the Acts and the 1989 Act:
 - (a) The Company may purchase any of its own shares, provided that the terms of any contract under which the Company will or may become entitled or obliged to purchase its own shares shall be authorised by Special Resolution of the Company in General Meeting before the Company enters into the contract.
 - (b) The Company shall be authorised, in respect of the redemption or purchase of any of its own shares, to give such financial assistance, or to make such payments out of capital as may be permissible in accordance with the Act, provided that any such assistance or payment shall first be approved by Special Resolution of the Company in General Meeting.
 - (c) The Company may by Special Resolution reduce its Share Capital and any capital redemption reserve or share premium account in any manner authorised by law.

LIEN

6. In regulation 8 of Table A, the words "(not being a fully paid share)" shall be omitted. The Company shall have a first and paramount lien on all shares standing registered in the name of any person (whether he be the sole registered holder thereof or one of two or more joint holders) for all moneys presently payable by him or his estate to the Company.

TRANSFER OF SHARES

7. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.
8. (a) A member shall not transfer place on trust or otherwise dispose of his respective share in the Company save in accordance with Article 8(b) and (c) hereof.
- (b) If a member desires to dispose of his shares in whole or in part then that member shall either:
- (i) transfer the shares to any other member or members of the Company in consideration of a sum to be agreed between the parties; or
 - (ii) give to the then directors of the Company notice in writing of his desire to dispose of his shares ("the Sale Shares") to the existing shareholders of the Company ("the Shareholders") pro rata as nearly as may be in proportion to the existing number of shares then held by the Shareholders respectively. Such notification ("the Transfer Notice") shall constitute the directors of the Company the agents for the sale of the Sale Shares at the price hereinafter defined in Article 8(d) hereof and in the manner defined in Article 8(e) hereof.
- (c) If a member being an employee or a director of the Company shall cease to be employed or hold office as a director of the Company or makes an act of default hereinafter defined in Article 8(h) hereof ("Act of Default") or if a person becomes entitled to a member's shares in death or bankruptcy of that member then that member or that person so entitled to that member's share as the case may be shall be deemed to have given to the then directors of the Company irrevocable notice of his desire to dispose of his shares ("the Sale Shares") to the existing shareholders of the Company ("the Shareholders") pro rata as nearly as may be in proportion to the existing number of shares as held by the Shareholders respectively. Such notification ("the Transfer Notice") shall constitute the directors of the Company the agents for the Sale Shares at the price hereinafter defined in Article 8(d) hereof and in the manner defined in Article 8(e) hereof.
- (d) The price of the Sale Shares shall be determined by the then Auditors of the Company based upon the market value of the Sale Shares as at the date of service of the Transfer Notice or the date of termination of the member's employment with the Company or the date of the Act of Default of the member or the date when a person becomes so entitled to a member's share as the case may be on a going concern basis between a willing seller and a willing buyer and that no additional or reduced values shall be allocated to the Sale Shares by virtue only of such holding comprising or giving rise to a majority or minority of the total issued share capital of the Company ("the Sale Price").
- (e) (i) The member or the person so entitled to the member's shares as the case may be shall forthwith upon the determination of the Sale Price offer the Sale Shares at the Sale Price to the Shareholders pro rata as nearly as may be in proportion to the existing number of shares held by the Shareholders respectively and
- (ii) if a Shareholder fails to accept the offer within ten days of it having been made the Sale Shares shall forthwith be re-offered at the Sale Price to those Shareholders who have so agreed to purchase the Sale Shares originally offered to them in nearly as may be in proportion to their existing holding and that to the extent that such further offer shall not have been so accepted within ten days of having been made or if no Shareholder has accepted the original offer so made then those Sale Shares not so purchased shall be purchased by the Company at the Sale Price thereby reducing the Company's issued Share Capital.
- (f) Upon such allocation of the Sale Shares having been made the member or the person so entitled to the member's shares as the case may be shall be bound upon payment to transfer the Sale Shares so sold to the Shareholders or the Company as the case may be.
- (g) In any case the member or the person so entitled to the member's share as the case may be makes default in so transferring any share to a Shareholder pursuant to these Articles the member or the person so entitled to the member's share as the case may be appoints the Company its agent in receiving the purchase money for the shares and appoints any director of the Company to execute instruments of transfer of the shares and the receipt of the Company for the purchase money shall be in good discharge and after the Shareholder's name has been entered in the Register of the Company the validity of the said transaction shall not be questioned by any person.
- (h) A member shall make an Act of Default if he
- (i) makes an assignment for the benefit of creditors generally or fails to pay his debts generally as they become due; or
 - (ii) is adjudicated bankrupt or insolvent or petitions or applies to any tribunal for or consents to the appointment of or taking possession by a trustee receiver custodian liquidator or similar official of it or any substantial part of its assets or commences any proceeding relating to him under any applicable bankruptcy or insolvency law of any jurisdiction or any such petition or application is filed or any such proceedings are commenced against him and by any act he indicates his approval thereof consent thereto or acquiescence therein or an order for relief applicable bankruptcy or insolvency law whether now or hereafter in effect or an order judgement or decree is entered appointing any such trustee receiver custodian liquidator or similar official or approving the petition in any such proceedings and such order judgement or decree remains unstayed and in effect for more than 30 days; or
 - (iii) has an attachment or execution levied or issued against his assets and the same is not bonded vacated satisfied or stayed within 30 days.

PROCEEDINGS AT GENERAL MEETINGS

9. At the end of regulation 38 of Table A there shall be inserted the following: "In every notice of a general meeting there shall appear the statement referred to in Section 372(3) of the Act, in relation to the right of a member to appoint proxies".
10. (a) No business shall be transacted at any Meeting unless a quorum is present. Two members entitled to attend and vote at that Meeting, present in person, or by proxy or (in the case of a corporation) a duly authorised representative shall be a quorum. If and so long as the Company shall have one member only, that person alone present in person or by proxy or by a duly authorised representative shall be a quorum and in such instance, a proxy for a sole member shall be entitled to vote on a show of hands and Regulation 54 of Table A shall be deemed to be amended accordingly. At the end of Regulation 41 of Table A there shall be inserted the following: "If within half an hour from the time appointed for the holding of an adjourned meeting a quorum is not present, the members present shall be a quorum".
(b) At the end of regulation 57 of Table A there shall be inserted the following "except when he is the sole member".
(c) In regulation 59 of Table A, the second sentence shall be omitted.
11. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being a corporation by their representative) shall be as valid and effective as if the same had been passed at a general meeting of the company duly convened and held.
12. In addition to any other manner in which the member or members of the Company are authorised under the Act to reach and record their decisions in relation to the Company, a member who is for the time being the sole member of the Company shall be entitled to take any decision which may be taken by the Company in general meeting and such decision shall have effect as if agreed by the Company in general meeting, subject as hereinafter follows:
 - (a) A decision taken by virtue of this clause shall be notified to the Company within seven days of the date on which it was taken, failing which such decision shall be invalid and of no effect.
 - (b) Any resolution of a kind described below shall not be capable of being passed by virtue of the procedure described in this clause:
 - (i) Any resolution, which if passed at a general meeting, would need to be passed as a Special Resolution or Extraordinary Resolution.
 - (ii) Any resolution to change the terms of appointment of the officers or auditors.
 - (iii) Any resolutions requiring special notice.

APPOINTMENT AND REMOVAL OF DIRECTORS

13. In addition and without prejudice to the provisions of Section 303 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office. Subject to the provisions of Table A and Section 303(2) of the Act, the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director. In regulation 38 of Table A the words "or a resolution appointing a person as a Director" shall be omitted.

PROCEEDINGS OF DIRECTORS

14. (a) If and so long as there shall be one Director only he shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these Articles and the regulations of Table A shall be construed accordingly. In such instance, the word "one" shall be substituted in place of the word "two" in the first sentence of Regulation 89 of Table A.
(b) In regulation 64 of Table A for the word "two" there shall be substituted the word "one".
15. Any director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the directors or a committee of the directors shall for the purposes of the Articles be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of the directors notwithstanding that fewer than two directors or alternate directors are physically present at the same place. 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.

DIRECTOR'S INTERESTS

16. A Director may vote in respect of any contract or arrangement in which he, or any person with whom he is connected, is interested and be counted in the quorum present at any meeting of the Directors or, if otherwise so entitled, at any General Meeting of the Company at which any such contract or arrangement is proposed or considered, and if he shall so vote, his vote shall be counted. This Article shall have effect in substitution for regulations 94 to 98 inclusive of Table A, which regulations shall not apply to the Company.

INDEMNITY

17. Subject to the provisions of Section 310 of The Act, and in addition to such indemnity as is contained in regulation 118 of Table A, every Director, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

COMPANY SEAL

18. In accordance with Section 36A(3) of the Act the Company need not have a seal and the requirements set out in regulation 6 of Table A governing the sealing of share certificates shall only apply if the company has a seal.

Name and Address of Subscriber

PHILIP CHARLES VIBRANS
1 ASHFIELD ROAD
DAVENPORT
STOCKPORT
CHESHIRE
SK3 8UD
ENGLAND

Signed:



Dated: 13 August 2001

Witness to the above signature:



NEIL EDWARD WAKEFIELD
18 AKESMOOR DRIVE
MILE END
STOCKPORT
CHESHIRE
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ENGLAND