

**FILE COPY**



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

Company No. 4823611

The Registrar of Companies for England and Wales hereby certifies that  
NEWINCCO 267 LIMITED

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

Given at Companies House, London, the 7th July 2003



\*N04823611C\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —



# 12

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

4823611

Company Name in full

NEWINCCO 267 LIMITED

I, **ASHA MORJARIA** FOR AND ON BEHALF OF OLSWANG COSEC LIMITED  
of **90 HIGH HOLBORN, LONDON WC1V**

† 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

Declared at

LEON HOUSE  
89 THEOBALDS ROAD LONDON WC1V 8RW

Day Month Year

On

07 07 2003

① Please print name.

before me ①

PAUL LAW JARSON

Signed

Date

7/7/03

† 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.

OLSWANG, 90 HIGH HOLBORN, LONDON

WC1V 6XX

Tel 020 7067 3000

DX number 37972

DX exchange KINGSWAY



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

**Package:** 'Laserform'  
by Laserform International Ltd.

# 10

*Please complete in typescript,  
or in bold black capitals.*

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

CHFP025

Notes on completion appear on final page

4823611

### Company Name in full

NEWINCCO 267 LIMITED

### Proposed Registered Office

90 HIGH HOLBORN

(PO Box numbers only, are not acceptable)

Post town

County / Region

LONDON

Postcode

WC1V 6XX

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

OLSWANG

Address

90 HIGH HOLBORN

Post town

County / Region

LONDON

Postcode

WC1V 6XX

Number of continuation sheets attached

You do not have to give any contact  
information in the box opposite but if you  
do, it will help Companies House to  
contact you if there is a query on the  
form. The contact information that you  
give will be visible to searchers of the  
public record.

Olswang  
90 High Holborn  
London  
WC1V 6XX

Tel +44 020 7067 3000

DX number DX 37972

DX exchange Kingsway

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

Newincco 267 Limited

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

OLSWANG COSEC LIMITED

Previous forename(s)

Previous surname(s)

Address ††

90 HIGH HOLBORN

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Post town

County / Region

LONDON

Postcode

WC1V 6XX

Country

ENGLAND

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

Consent signature

Date

7/7/03

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

Please list directors in alphabetical order

FOR AND ON BEHALF OF OLSWANG COSEC LIMITED

NAME \*Style / Title

\*Honours etc

Forename(s)

Stephen Roger

Surname

Morrison

Previous forename(s)

Previous surname(s)

Address ††

16 East Heath Road

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Post town

County / Region

LONDON

Postcode

NW3 1AL

Country

ENGLAND

Date of birth

Day Month Year

03 03 1947

Nationality

BRITISH

Business occupation

MANAGING DIRECTOR

Other directorships

Please see attached list

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

Consent signature

Date

7/7/03

**Company Secretary** (see notes 1-5)

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Post town

County / Region

Postcode

Country

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

Consent signature

Date

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

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, 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

**Directors**

(see notes 1-5)

Please list directors in alphabetical order

**NAME****\*Style / Title****\*Honours etc**

\* Voluntary details

**Forename(s)****Surname****Previous forename(s)****Previous surname(s)****Address ††**

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

**Post town****County / Region****Country**

Day Month Year

**Date of birth****Nationality****Business occupation****Other directorships****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**

## LIST OF DIRECTORSHIPS FOR STEPHEN MORRISON

Granada Telethon Trust (dissolved: 04/04/2000)  
UK Filmworks Limited (dissolved: 20/04/1999)  
British Screen Finance Limited (resigned: 10/02/1998)  
London News Network Limited (resigned: 24/09/1998)  
The Edinburgh International Film Festival Limited (resigned: 30/09/1999)  
Dover Street Art Limited (resigned: 17/11/2000)  
Headline Advertising & Design Limited (resigned: 17/11/2000)  
HTV Cymru/Wales Limited (resigned: 17/11/2000)  
Intecom Limited (resigned: 17/11/2000)  
J.S. Maas & Son Limited (resigned: 17/11/2000)  
Out of Home Media Limited (resigned: 17/11/2000)  
Romadawn Limited (resigned: 17/11/2000)  
Television Entertainment Limited (resigned: 17/11/2000)  
Templecrest Art Limited (resigned: 17/11/2000)  
Harlech Fine Art Limited (resigned: 17/11/2000)  
Harlech Fine Art Galleries Limited (resigned: 17/11/2000)  
Brislington Productions Limited (resigned: 17/11/2000)  
Harlech Television Limited (resigned: 17/11/2000)  
Harvest Entertainment Limited (resigned: 17/11/2000)  
HTV Property Limited (resigned: 17/11/2000)  
CCA Publications Limited (resigned: 17/11/2000)  
Concord Advertising Limited (resigned: 17/11/2000)  
CX 17 Limited (resigned: 17/11/2000)  
The Weather Station Limited (resigned: 17/11/2000)  
HTV West Limited (resigned: 17/11/2000)  
Concord and Posterlink Holdings Limited (resigned: 17/11/2000)  
CX 15 Limited (resigned: 17/11/2000)  
Television Media Marketing Limited (resigned: 17/11/2000)  
HTV Limited (resigned: 17/11/2000)  
Harlech Fine Art Holdings Limited (resigned: 17/11/2000)  
ENG (Video) Limited (resigned: 17/11/2000)  
HTV Holdings Limited (resigned: 17/11/2000)  
MAG Investments (resigned: 14/12/2000)  
MAI (resigned: 14/12/2000)  
HTVWEST.com Limited (resigned: 25/01/2001)  
HTVWALES.com Limited (resigned: 25/01/2001)  
The Edinburgh International Film Festival Council (resigned: 22/11/2001)  
Solo Attractions Limited (resigned: 01/09/2001)  
Ondigital 1998 plc (resigned: 27/03/2002)  
Ondigital 1998 (Services) Limited (resigned: 27/03/2002)  
Anglia Multimedia Limited (resigned: 30/09/2002)  
Partridge Productions Limited (resigned: 30/09/2002)  
MeridianTV.com Limited (resigned: 30/09/2002)  
ITEL Investment Holdings Limited (resigned: 30/09/2002)  
Angliacampus Limited (resigned: 30/09/2002)

TSMS Limited (resigned:30/09/2002)  
Catspaw Pictures Limited (resigned: 30/09/2002)  
United Broadcasting Holdings Limited (resigned: 30/09/2002)  
Granada Media Public Limited Company (resigned: 30/09/2002)  
Granada Mediasales Limited (resigned: 30/09/2002)  
Partridge Films Limited (resigned: 30/09/2002)  
Partridge Holdings Limited (resigned: 30/09/2002)  
Granada Television Productions Limited (resigned: 30/09/2002)  
Granada Film Limited (resigned 30/09/2002)  
Black Sheep Design Limited (resigned: 30/09/2002)  
International Television Enterprises London Limited (resigned: 30/09/2002)  
Survival Anglia Limited (resigned:30/09/2002)  
First Independent Films Limited (resigned: 30/09/2002)  
United Broadcasting Limited (resigned: 30/09/2002)  
United Broadcasting South Limited (resigned: 30/09/2002)  
TSMS Group Limited (resigned: 30/09/2002)  
Anglia Television Holdings Limited (resigned: 30/09/2002)  
AOS Media Limited (resigned: 30/09/2002)  
United Broadcasting & Entertainment Limited (resigned: 30/09/2002)  
United Media Holdings Limited (resigned: 30/09/2002)  
Granada Investment Holdings Limited (resigned: 30/09/2002)  
Timeissue Limited (resigned: 30/09/2002)  
ATE Investment Holdings Limited (resigned: 30/09/2002)  
Bytemyte Limited (resigned: 30/09/2002)  
United Wildlife Limited (resigned: 30/09/2002)  
Anglia Television (Music) Limited (resigned: 30/09/2002)  
Anglia Television Distribution Limited (resigned: 30/09/2002)  
Kent House (August) Limited (resigned: 30/09/2002)  
South Bank Television Holdings Limited (resigned: 30/09/2002)  
The Time Exchange Broadcast Services Limited (resigned: 30/09/2002)  
Anglia Television Entertainment (resigned: 30/09/2002)



## LIST OF DIRECTORSHIPS FOR JULIAN BANKS

Royal Exchange Theatre Company Limited  
Royal Exchange Theatre Catering Limited  
Liverpool Football Club and Athletic Grounds Public Limited Company  
Granada LWT International Limited (dissolved: 21/07/1998)  
Liverpoolfc.tv Limited  
Granada Television Overseas Limited (resigned: 20/04/1998)  
Granada Media Public Limited Company (resigned: 25/05/2000)  
MUTV Limited (resigned: 16/01/1998)  
Ask Jeeves Internet Limited (resigned: 06/03/2002)  
Granada Media Group Limited (resigned: 25/06/2002)  
Select Service Partner Promotions Limited (resigned: 12/11/1998)  
Ask Jeeves Internet Limited (resigned: 06/03/2002)  
Kent House (Music) Limited (20/08/2002)  
Manchester 2002 Limited (resigned: 19/09/2002)  
Manchester Commonwealth Games Limited (resigned: 19/09/2002)  
Kent House (August) Limited (resigned: 30/09/2002)  
Web War Limited (resigned: 20/08/2002)  
Digital Terrestrial Alliance Limited (resigned: 11/10/2002)  
Multiplex B Management Limited (resigned: 11/10/2002)  
MUTV Limited (resigned: 12/11/2002)  
Granada Sky Broadcasting (DTT) Limited (resigned: 21/11/2002)  
Granada Sky Broadcasting Limited (resigned: 21/11/2002)  
Arsenal Broadband Limited (29/11/2002)  
British Independent Television Enterprises Limited (resigned: 31/12/2002)  
Granada Television Productions Limited (resigned: 31/12/2002)  
Granada (Heart) Limited (resigned: 31/12/2002)  
Granada Learning Limited (resigned: 31/12/2002)  
Granada Media Limited (resigned: 31/12/2002)  
Granada Productions Limited (resigned: 31/12/2002)  
Granada Film Productions Limited (resigned: 31/12/2002)  
Granada Film Limited (resigned: 31/12/2002)  
The Skills Factory Limited (resigned: 31/12/2002)  
Leckie & Leckie Limited (resigned: 31/12/2002)  
North East Television Limited (resigned: 31/12/2002)  
The Home Shopping Channel Limited (resigned: 20/01/2003)  
Newton & Ridley (Ales) Limited (resigned: 31/12/2002)  
Granada Television International Limited (resigned: 31/12/2002)  
Paper Mask Limited (resigned: 31/12/2002)

004238

No. 4823611

**THE COMPANIES ACT 1985**



**PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**- of -**

**NEWINCCO 267 LIMITED**

1. The Company's name is Newincco 267 Limited.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
  - 3.1 to carry on business as a general commercial company; to carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors, and shippers of, and wholesale and retail dealers in, goods, wares produce, products, commodities, fancy goods, handicrafts, and merchandise of every description, to act as agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw materials and manufactured goods of all kinds, and general railway, shipping and forwarding agents and transport contractors; to create, establish, build up, and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares, and commodities dealt in or services rendered by any person, firm or company, and to participate in, undertake, perform and carry out all kinds of commercial, trading and financial operations and all or any of the operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists and financiers, either on the Company's own account or otherwise; and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company;
  - 3.2 to carry on any other trade or business whatsoever which, in the opinion of the board of directors of the Company, may be capable of being advantageously carried on by



the Company in connection with or ancillary to any other business of the company, or may further any of the Company's objects;

- 3.3 to carry on the business of a holding company in all its branches and to co-ordinate the policy and administration of any subsidiary company of the Company or of any company of which the Company is a member or which is in any manner controlled by the Company;
- 3.4 to purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interest in 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;
- 3.5 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;
- 3.6 to borrow or raise or secure the payment of money for the purpose of or in connection with the Company's business, and for the purposes of or in connection with the borrowings or raising of money by the Company to become a member of any building society;
- 3.7 to lend and advance money or give credit on any terms with or without security to any company or firm or person (including without limitation any holding company or subsidiary or fellow subsidiary of or any other company associated in any way with the Company), to enter into guarantees and 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 company or firm or person (including without limitation any holding company or subsidiary or fellow subsidiary or associated company);
- 3.8 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;
- 3.9 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 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;

- 3.10 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;
- 3.11 to make advances to customers and others with or without security and upon such terms as the Company may approve, and generally to act as bankers for any person or corporation;
- 3.12 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 relations 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 relations, 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 and maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees;
- 3.13 to draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- 3.14 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
- 3.15 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;
- 3.16 to accept payment of 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;
- 3.17 to enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interest 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;
- 3.18 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 the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the 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;

- 3.19 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 the Company is authorised to carry on;
- 3.20 to sell, improve, manage, develop, exchange, let on lease or otherwise, mortgage, charge, sell, turn to account, grant licences options, 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;
- 3.21 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 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 other company as aforesaid, or in any other manner;
- 3.22 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;
- 3.23 to do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise;
- 3.24 to do all other things as are incidental or conducive to the attainment of the Company's objects or any of them.

None of the objects set out in any sub-clause of this clause shall be restrictively construed and the widest interpretation shall be given to each object. The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership, body corporate or unincorporated association whether domiciled in the United Kingdom or elsewhere. None of the objects shall, except where the context expressly requires, be in any way limited by or restricted by reference to or inference from any other object or objects set out in that sub-clause or by reference to or inference from the terms of any other sub-clause of this clause or by reference to or inference from the name of the Company.

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

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 shown opposite our name.


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**NAME AND ADDRESS OF SUBSCRIBER**

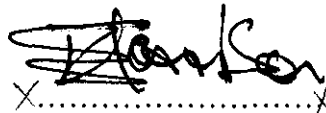
**Number of shares  
taken by each  
subscriber**

---

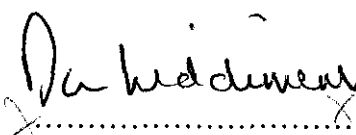
Julian Delisle Burns  
10 Gayton Road  
Hampstead  
London  
NW3 1TX

Ten  
  
X.....X  
**Julian Burns**  
Ten

Stephen Roger Morrison  
16 East Heath Road  
London  
NW3 1AL

  
X.....X  
**Stephen Morrison**

David Liddiment  
7 Lonsdale Road  
London  
W4 1ND

Two  
  
X.....X  
**David Liddiment**

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Dated this 7 day of July 2003

Witness to the above signature:

Name: Sally Perkins

Address: Olswang

90 High Holborn  
London  
WC1V 6XX

Occupation: Legal Secretary

**Company No.**

**THE COMPANIES ACT 1985**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**- of -**

**NEWINCCO 267 LIMITED**

**OLSWANG**

90 High Holborn  
London WC1V 6XX

Tel: 020 7067 3000  
Fax: 020 7067 3999  
email: [olsmail@olswang.com](mailto:olsmail@olswang.com)

Ref: [ ]/[ ] Draft 1



# **ARTICLES OF ASSOCIATION**

**- of -**

## **NEWINCCO 267 LIMITED**

**(the "Company")**

### **1. PRELIMINARY**

- 1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, SI 1985/805, as in force at the date of incorporation of the Company ("Table A"), apply to the Company, except to the extent that they are excluded or modified by these Articles, and those regulations (so far as applicable) and the following provisions of these Articles together constitute the Articles of Association of the Company.
- 1.2 References in these Articles to any Regulation are to the relevant numbered regulation of Table A.
- 1.3 A special resolution shall be effective for any purpose for which an ordinary or an extraordinary resolution is required.
- 1.4 For so long as there is only one member of the Company, references in these Articles to members or which imply the existence of more than one member shall be construed as references to the one member for the time being of the Company.

### **2. SHARE CAPITAL**

- 2.1 The authorised share capital of the Company at the date of incorporation of the Company is £1000 divided into 1000 ordinary shares of £1 each.
- 2.2 Subject to the provisions of these Articles, the directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities (as defined in section 80 of the Act) up to a maximum aggregate nominal amount equal to the nominal amount of the authorised but unissued share capital at the date of incorporation of the Company. The authority conferred on the directors by this Article shall expire on the fifth anniversary of the date of incorporation of the Company unless previously revoked, varied or renewed by the Company in general meeting. The Company may, before this authority expires, make an offer or agreement which would or might require relevant securities to be allotted after it expires.

3. **SHARE CERTIFICATES**

Regulation 6 shall apply as if the words "or executed by the Company and signed by a director and the secretary of the Company or by two directors of the Company in accordance with the Act" were inserted after the word "seal" in the second sentence of that Regulation.

4. **TRANSFER OF SHARES**

The directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share to any person. Regulation 24 shall not apply.

5. **GENERAL MEETINGS**

The first sentence of Regulation 37 shall apply as if the words "eight weeks" were deleted and replaced by the words "twenty-eight days".

6. **NOTICE OF GENERAL MEETINGS**

6.1 The first sentence of Regulation 38 shall apply as if the words "or a resolution appointing a person as a director" were deleted.

6.2 Regulation 38 shall apply as if the words:

"or, if and for so long as the Company has only one member, by the sole member of the Company"

were inserted after the words "attend and vote thereat" in paragraph (a) of that Regulation and after the words "shares giving that right" in paragraph (b) of that Regulation.

7. **PROCEEDINGS AT GENERAL MEETINGS**

7.1 No business shall be transacted at any general meeting (or at any adjourned general meeting) unless a quorum is present. Subject to Article 7.3, a quorum shall be any two members present (in the case of an individual) in person or by proxy or (in the case of a company) by duly authorised representative or by proxy. Regulation 40 shall not apply.

7.2 If a quorum is not present within 30 minutes from the time appointed for any adjourned general meeting, the general meeting shall be dissolved.

7.3 If, and for so long as, the Company has only one member, that member present (in the case of an individual) in person or by proxy or (in the case of a company) by duly authorised representative or by proxy shall be a quorum.

7.4 Regulation 50 shall not apply.

**8. VOTES OF MEMBERS**

- 8.1 Subject to any rights or restrictions attached to any shares, on a show of hands, every member who is present (in the case of an individual) in person or by proxy or (in the case of a company) by duly authorised representative or by proxy shall have one vote. On a poll every member shall have one vote for every share of which he is the holder. Regulation 54 shall not apply.
- 8.2 Regulation 57 shall not apply.
- 8.3 Regulation 62 shall apply as if:
- 8.3.1 the words "not less than forty-eight hours" in each of paragraphs 62(a) and 62(aa) were deleted and replaced by the words "at any time";
- 8.3.2 paragraphs 62(b) and (c) were deleted and replaced with the words:
- "(b) in the case of a poll taken after the date of the meeting or adjourned meeting, be deposited or received as aforesaid at any time before the time appointed for the taking of the poll"; and
- 8.3.3 the words: "Any valid appointment of proxy shall, unless stated to the contrary in it, be valid both for the relevant meeting and for any adjournment of that meeting" were inserted at the end of that Regulation.

**9. NUMBER OF DIRECTORS**

Unless and until otherwise determined by ordinary resolution, the number of the directors (other than alternate directors) shall not be subject to any maximum, and the minimum number of directors shall be one. Regulation 64 shall not apply.

**10. ALTERNATE DIRECTORS**

- 10.1 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 any alternate appointed by him. Regulation 65 shall not apply.
- 10.2 An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of directors and committees of directors. Regulation 66 shall apply as if the last sentence were deleted.
- 10.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director. Regulation 67 shall not apply.
- 10.4 Regulation 68 shall apply as if the following words were added at the end of that Regulation: "and shall take effect when the notice is received or at any later time specified for the purpose in the notice".

10.5 The appointment of an alternate director shall terminate automatically on the happening of any event which, if he were a director, would cause him to vacate his office as a director.

10.6 A person may be appointed as the alternate director of more than one director, and in those circumstances that alternate director shall be entitled at meetings of the directors or any committee of the directors to one vote in respect of every director by whom he has been appointed in addition to his own vote (if any) as a director. Any such person may be counted more than once for the purpose of determining whether or not a quorum is present.

#### **11. DELEGATION OF DIRECTORS' POWERS**

The directors may delegate any of their powers (with power to sub-delegate) to committees consisting of such individuals (whether directors or not) as they think fit. The first sentence of Regulation 72 shall not apply.

#### **12. APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS**

12.1 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. Regulation 78 shall not apply.

12.2 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. Regulation 79 shall not apply

12.3 The directors shall not be subject to retirement by rotation, and Regulations 73 to 80 (inclusive) and the last sentence of Regulation 84 shall not apply.

12.4 A director need not hold any shares in the Company to qualify as a director.

12.5 A person may be appointed a director whatever his age, and no director shall be required to vacate his office by reason of attaining or having attained the age of 70 or any other age.

12.6 If, as a result of the death of a sole member of the Company, the Company has no members and no directors, the personal representatives of that deceased member shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to these Articles.

#### **13. DIRECTORS' APPOINTMENTS AND INTERESTS**

Regulation 85 shall apply as if the word "material" were deleted.

#### **14. DIRECTORS' GRATUITIES AND PENSIONS**

- 14.1 The directors may exercise all the powers of the Company to provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such body corporate, and for any member of his family (including a spouse and a former spouse), or any person who is or was dependent on him, and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. Regulation 87 shall not apply.
- 14.2 The directors may exercise any power conferred by the Act to make provision for the benefit of any employees or former employees of the Company or any of its subsidiary undertakings 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 undertaking.

#### **15. PROCEEDINGS OF DIRECTORS**

- 15.1 Notice of a meeting of the directors may be given to a director either personally or by word of mouth or in writing or by electronic communication, or by any other means authorised by the director concerned.
- 15.2 Every director shall be given notice of a meeting, including 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. The third sentence of Regulation 88 shall not apply.
- 15.3 The quorum for the transaction of business of the directors shall be two unless there is a sole director, in which event the sole director shall constitute a quorum. The first sentence of Regulation 89 shall not apply.
- 15.4 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 conference telephone or other communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting. A director so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and/or be counted in a quorum. 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 is located.
- 15.5 A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract or transaction or arrangement with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. If he makes that disclosure, a director shall be entitled to vote in respect of that contract or proposed contract or transaction or arrangement or upon any matter arising from it and his vote (if any) shall be counted and he shall be taken into account in ascertaining whether a quorum is present for the purposes of that meeting. Regulations 94, 95 and 97 shall not apply.

15.6 If any question arises at any meeting of directors or of a committee of directors as to the right of any director to vote, and that question is not resolved by his voluntarily agreeing to abstain from voting, the question shall be referred to the chairman of the meeting (or, if the director concerned is the chairman, to the other directors at the meeting). The ruling of the chairman in relation to any director other than himself (or, as the case may be, the ruling of the majority of the other directors in relation to the chairman) shall be final and binding. Regulation 98 shall not apply.

15.7 If and for so long as there is a sole director, he shall be entitled to exercise all the powers and authorities vested in the directors by these Articles, in which event the provisions of these Articles shall be construed accordingly. A sole director may exercise any such powers and authorities by resolution in writing signed by him.

16. **OFFICIAL SEAL**

The Company may exercise all the powers conferred by the Act with regard to having any official seal, and those 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.

17. **ACCOUNTS**

Regulation 109 shall not apply.

18. **CAPITALISATION OF PROFITS**

Regulation 110(c) shall apply as if the words "or ignore fractions altogether" were inserted after the words "distributable under this regulation in fractions".

19. **NOTICES**

19.1 Regulation 111 shall apply as if the words "(including, without limitation, any consent, approval or other document)" were inserted after the words "Any notice" in the first sentence of that Regulation and as if the words "given personally or by prepaid first class post or (in the case of a registered address outside the United Kingdom) by prepaid airmail" were inserted after the words "in writing" in the first sentence of that Regulation.

19.2 Regulation 112 shall apply as if the words "first class" were inserted after the word "prepaid" in the first sentence of that Regulation and as if the words "or (in the case of a registered address outside the United Kingdom) by airmail in a prepaid envelope" were inserted after the words "sending it by post in a prepaid envelope" and as if the words "but otherwise no such member shall be entitled to receive any notice from the Company" were deleted.

19.3 Regulation 115 shall apply as if the last sentence was deleted.

19.4 Regulation 116 shall apply as if the words "within the United Kingdom" were deleted.

20. **INDEMNITY**

20.1 Subject to the provisions of the Act, but without prejudice to an indemnity to which he may otherwise be entitled, every director, alternate director and other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the execution of his duties or the exercise of his powers, authorities and discretions including (without limitation) a liability incurred:

20.1.1 defending proceedings (whether civil or criminal) in which judgement is given in his favour or in which he is acquitted, or which are otherwise disposed of without the finding or admission of material breach of duty on his part, or

20.1.2 in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.


Regulation 118 shall not apply.

20.2 The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is a director, alternate director or other officer or employee, or former director, alternate director, officer or employee, of the Company or of a company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect), or who is or was trustee of any pension fund or retirement, death or disability scheme or another trust in which a director, alternate director, officer or employee or former director, alternate director, officer or employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company.

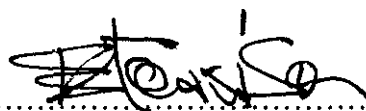
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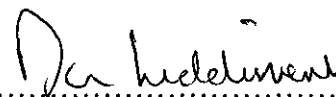
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Dated this 7 day of *July* 2003

Witness to the above signatories:



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