

FILE COPY



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

Company No. 5801143

The Registrar of Companies for England and Wales hereby certifies that  
LONDON EYES LTD.

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 29th April 2006



\*N058011439\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B



**Companies House**  
for the record

# 12

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

Company Name in full

London Eyes Ltd.

I, Katharina Rist

of 9 Brightfield Road, London

† 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

Katharina Rist

Declared at

77 Linsden High Street London

Day Month Year

On

1 9 0 4 2 0 0 6

● Please print name.

before me ●

RICHARD ANTHONY ROWE

Signed

*[Signature]*

Date

19.4.06

† 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.

Rist Consulting Ltd., 9 Brightfield Road

London SE12 8QE

Tel 0208 852 19998

DX number

DX exchange

R.A. Rowe B.A.

Solicitor



A30  
COMPANIES HOUSE

315  
24/04/2006

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

First directors and secretary and intended situation of  
registered office

Notes on completion appear on final page

Company Name in full

London Eyes LTD.

Proposed Registered Office

(PO Box numbers only, are not acceptable)

9 Brightfield Road

Post town

London

County / Region

London

Postcode

SE128QE

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.

RIST CONSULTING LTD.

9 Brightfield Road, London

SE128QE Tel 02088521998

DX number

DX exchange



A30  
COMPANIES HOUSE

314  
24/04/2006

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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

Form revised July 1998

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

Company name LONDON EYES LTD.

NAME \*Style / Title

DR.

\*Honours etc

\* Voluntary details

Forename(s) KATHARINA

Surname RIST

Previous forename(s)

Previous surname(s)

Address

9 BRIGHTFIELD ROAD

**Usual residential address**

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

Post town

LONDON

County / Region

LONDON

Postcode

SE128QE

Country

UNITED KINGDOM

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

Consent signature

*Katharina Rist*

Date

19.4.06

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

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Unicorn London Ltd.

Previous forename(s)

Previous surname(s)

Address

9 Brightfield Road

**Usual residential address**

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

Post town

London

County / Region

London

Postcode

SE128QE

Country

United Kingdom

Day Month Year

Date of birth

Nationality

British

Business occupation

CONSULTANCY

Other directorships

BRIGHTFIELD INTERNATIONAL

HOLDING LTD.

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

Consent signature

*Y. not for Unicorn London Ltd*

Date

19.4.06

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

<b>This section must be signed by</b>			
<b>Either</b>			
<b>an agent on behalf of all subscribers</b>	<b>Signed</b>		<b>Date</b>
<b>Or the subscribers</b>	<b>Signed</b>	<i>G. Nat for Unicef London Hel.</i>	<b>Date</b> <i>18.04.08</i>
<b>( i.e those who signed as members on the memorandum of association).</b>	<b>Signed</b>		<b>Date</b>
	<b>Signed</b>		<b>Date</b>
	<b>Signed</b>		<b>Date</b>
	<b>Signed</b>		<b>Date</b>
	<b>Signed</b>		<b>Date</b>

100151/20 5801143  
800845

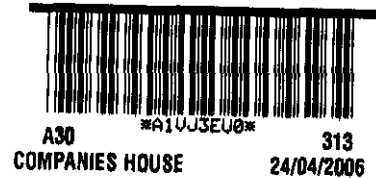
The Companies Act 1985 to 1989  
Private Company Limited by Shares



MEMORANDUM OF ASSOCIATION

of

London Eyes Ltd.



1. The Company's name is "London Eyes Ltd."
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
  - (a) (1) 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 materials; warehousemen, storage contractors, shipping and forwarding agents; dealers in property and estates; property developers, property managers; 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, heating and ventilation engineers and contractors, refrigeration engineers, specialists and contractors; decorators; painters; bricklayers; specialist carpenters, shuttering manufacturers and erectors; joiners; public works contractors; plasterers; plumbers; electricians; shop front fitters; builders' and decorators' merchants; civil, mechanical, constructional, agricultural, consulting, heating electrical and general engineers; welders; sheet metal workers; blacksmiths; motor engineers; garage proprietors; car hire service, taxi proprietor and operators; travel agents; tour operators, proprietor of vehicles and vessels of all kinds; transport and haulage contractors; general engineers; tool makers; booking agent for, and managers of, theatres, cinemas and all other kinds of entertainments and sporting events; turf and sporting accountants in all their branches; proprietors of shops, cafes, clubs, hotels and restaurants, catering contractors, dealers in foods and provisions of all kinds, wine and spirit merchants, licensed victuallers; butchers; grocers, greengrocers, fishmongers and poultry merchants; farmers; florists, horticulturists; bakers, confectioners; tobacconists; ironmongers; 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, dealers and repairers, toys, games and sports equipment dealers; photographers and dealers in all kinds of photographic material and

equipment, film producers and distributors; textile merchants, tailors, fashion designers; ladies and gentlemen's outfitters, boot and shoe retailers, perfumery and cosmetic dealers, hairdressers, manufacturing and retail chemists; printers, publishers, stationers, advertising and publicity agents; public relations specialists, consultants, business transfer agents and employment agents, computer operators, programmers and dealers; market research specialists; business advisers, mail order specialists; dyers and cleaners; dry cleaners, proprietors of launderettes, excavation and demolition contractors; plant hirers, scrap iron and waste merchants 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 may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the property of rights of the Company.
- (c) To apply for, purchase, register or otherwise acquire and protect and renew, whether in the United Kingdom or elsewhere in any part of the world any patents, patent rights, brevets d'invention, designs, concessions, secret processes, trade marks, licences, and the like and to alter, disclaim, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
- (d) To purchase, take on lease or in exchange, hire or by any other means acquire and take options over any freehold, leasehold or any other real or personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property of the Company.
- (e) To acquire and undertake the whole or any part of the business, goodwill, assets, property, and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- (f) To acquire an interest in, amalgamate with, or enter into partnership or into any arrangement with sharing profits, co-operation, joint adventure, union of interest or reciprocal concession with any person or company carrying on or engaged in, or about to carry on or engage in, any business

or transaction which is capable of being conducted so as directly or indirectly to benefit the Company.

- (g) To enter into any arrangement with any governments or authorities supreme, local, municipal, or otherwise, or any company or person that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such government or authority any rights, charters, licences, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply therewith.
- (h) To draw, make, accept, endorse, discount, execute, negotiate and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (i) To invest and deal with the moneys of the Company not immediately required in any manner, and to hold sell or otherwise deal with any investments made.
- (j) To subscribe for, take, or otherwise acquire, and hold shares, stock, debentures and other negotiable or transferable instruments.
- (k) To establish or promote any other company or companies for the propose of acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may appear likely to assist or benefit the Company, or for any other value of any property or business of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such company.
- (l) To advance and lend money or give credit, with or without security to customers and others, to enter into guarantees, contracts or indemnity and suretyships of all kinds, to receive money on deposit or loans and to become security for any persons, firms or companies.
- (m) To raise or borrow money in such a manner as the Company shall think fit, and to secure the repayment of any such money raised, borrowed or owing by, mortgage, lien, charge or other security upon all or any of the property or assets of the Company (whether present or future) including its uncalled capital, and also by a similar mortgage, lien, charge or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (n) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay with respect of the Promotion, formation and



incorporation of the Company or to contract with any person firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures or other securities of the Company.

- (o) To remunerate any person, firm or company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (p) To subscribe to or support any charitable object or any institution and to give pensions, bonuses, gratuities or assistance to any person who is serving or has served the Company, whether as a director, employee or otherwise, and his family and dependents; to make payments towards insurance, and to establish, form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools and other institutions for the benefit of any such persons aforesaid.
- (q) To distribute among the members of the Company any property of the Company of any kind or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital of the Company be made except with the sanction for the time being required by current legislation.
- (r) To procure the Company to be registered or recognised in any part of the world.
- (s) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform subcontracts and also to act in any of the businesses of the Company in any part of the world through or by means of agents, subcontractors or others.
- (t) To improve, develop, manage, grant rights or privileges in respect of, construct, repair, let on lease or otherwise, exchange, mortgage, charge, dispose of, sell, grant licences in respect of, turn to account, grant options in respect of, or otherwise deal with all or any part of the property and rights of the Company both real and personal.
- (u) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (v) To do all or any of the matters or things aforesaid in any part of the world and to do such matters or things either as principals, agents, contractors or

otherwise and by or through agents, contractors, or otherwise and either alone or in conjunction with others.

- (w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that:

- (i) The objects specified in each sub-clause shall be regarded as independent objects, and they shall not be limited or restricted, except where otherwise expressed in such sub-clauses, by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said sub-clauses defined the objects of a separate and distinct company.
  - (ii) The word "Company" except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether incorporated, registered, resident or domiciled in the United Kingdom or elsewhere.
- 4. The liability of the members is limited.
  - 5. The Company's share capital is £100 divided into 100 ordinary 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 opposite our respective names.

Names and Addresses of the Subscribers	Number of ordinary shares taken by each Subscriber
--	--

---

<u>Katharina Rist</u> Dr Katharina Rist for Unicorn London Ltd. 9 Brightfield Road London SE 12 8QE	3 (three) ordinary shares
---	---------------------------

Date: 18.4.2006

Witness of the Signature above:

Annedore Keil  
Annedore Keil  
9 Brightfield Road  
London SE12 8QE

The Companies Acts 1985-89  
A Private Company Limited by Shares

Articles of Association  
London Eyes Ltd.

**Preliminary**

1 (a)

The Regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 as amended by the Companies (Table 1 A to F) (Amendment) Regulations 1985 (such Table being hereinafter called „Table A“) shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b)

In these Articles the „expression „the Act“ means the Companies Act 1985 as amended by the Companies Act 1989, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

**Allotment of shares**

2 (a)

Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (c) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b)

In accordance with Section 91 (1) of the Act Sections 89 (1) and 90 (1) to (6) (inclusive) of the Act shall not apply to the Company.

(c)

The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within the period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

## **Shares**

3

The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4

The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words „and all expenses that may have been incurred by the Company by reason of such non-payment“.

## **Transfer of shares**

5

The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

## **General Meetings and Resolutions**

6

(a)

A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted in the case of special business only and Clause 38 in Table A shall be modified accordingly. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(b)

Every notice convening a General Meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

(a)

Clause 40 in Table A shall be read and construed as if the words „at the time when the Meeting proceeds to business“ were added at the end of the first sentence.

(b)

If the Company has only one Member, that Member present in person or by proxy or (if that Member is a Corporation) a duly authorised representative shall be a quorum and Clause 40 in Table A shall be modified accordingly.

(c)

If a quorum is not present within two hours from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(d)

Clause 41 in Table A shall not apply to the Company.

7

(a)

Any instrument appointing a proxy may, unless otherwise provided by a Notice of General Meeting, be deposited at the registered office or the principal place of business of the Company at any time prior to the time of the meeting specified in such Notice or (as the case may be) prior to the time appointed for the taking of a poll. For the purposes of this Article 8, any instrument appointing a proxy shall be deemed to be deposited at the registered office or principal place of business of the company if received there by fax transmission.

(b)

In the case of a proxy appointed by a corporation, the instrument of appointment may be executed by a director or the secretary or any other senior representative of the appointor and, unless the Chairman of the Meeting (or, as the case may be, the person conducting the poll) has cause to doubt the authority of the person so executing such instrument (in which case the Meeting shall be adjourned, or the taking of the poll shall be postponed, for 24 hours), no evidence shall be required of the authority under which such instrument is executed. In any other case where an instrument appointing a proxy is executed on behalf of the appointor, the authority under which it is executed (or a copy of such authority certified notarially or in some other way appointed by the directors) shall be deposited together with the instrument itself in accordance with paragraph (a) of this Article 8.

(c)

Any instrument appointing a proxy which is not deposited as aforesaid (together, if applicable, with evidence as aforesaid of the authority under which it is executed) shall be invalid.

(d)

Clause 62 in Table A shall not apply to the Company.

9

If the Company has only one Member and that Member makes a decision which is required to be taken in General Meeting or by a written resolution, that decision shall be as valid and effective as if agreed by the Company in a General Meeting save that this paragraph shall not apply to resolutions passed pursuant to section 303 and 391 of the Act. Any decisions shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minute Book.

#### **Appointment of directors**

10 (a)

Clause 64 in Table A shall not apply to the Company.

(b)

The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c)

The Directors shall not be required to retire by rotation and Clause 73 to 80 (inclusive) and the last sentence of Clause 84 in Table A shall not apply to the Company.

(d)

The Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(e)

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 determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

#### **Alternate directors**

11 (a)

Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person and, at any time, to terminate such appointment. Every appointment and termination of appointment of an alternate Director shall be in writing (which shall include telex and facsimile transmission) signed by the appointor and shall (unless the Directors agree otherwise) only take effect upon receipt of such written

appointment or removal at the registered office or principal place of business of the Company or upon presentation of such written appointment or removal at a meeting of the Board.

(b)

An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor, and his appointor shall not be liable for the acts and defaults of the alternative Director.

(c)

An alternate Director shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor (except that an alternate Director shall not himself be entitled to appoint an alternate Director) and to receive notice of all General Meetings.

(d)

The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director.

(e)

A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

(f)

The provision of Clauses 65 to 69 (inclusive) of Table A shall not apply.

### **Meeting by telephone**

12

The contemporaneous linking together by telephone of a number of the Directors not less than the quorum and the Secretary, wherever in the world they are, shall be deemed to constitute a Meeting of the Directors so long as the following conditions are met:



(a)

All the Directors for the time being entitled to receive notice of any Meeting of the Directors (including any alternate Director) shall be entitled to notice of any meeting by telephone and (except for alternate Directors whose appointors are so linked) to be linked by telephone for the purpose of such Meeting. Notice of any such meeting may be given by telephone.

(b)

Each of the Directors taking part and the Secretary must be able to hear each of the other Directors taking part subject as hereinafter mentioned throughout the Meeting.

(c)

At the commencement of the Meeting each Director must acknowledge his presence to all the other Directors taking part.

(d)

Unless he has previously obtained the consent of the Chairman of the Meeting, a director may not leave the meeting by disconnecting his telephone and shall be conclusively presumed to have been present and to have formed part of the quorum throughout the Meeting. The Meeting shall be deemed to have been validly conducted notwithstanding that a Director's telephone is accidentally disconnected during the Meeting, and the proceedings thereof shall be deemed to be as valid as if the telephone had not been disconnected.

(e)

A minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by the Chairman and the Secretary.

### **Borrowing powers**

13

The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or anypart thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

### **Disqualification of Directors**

14 (a)

The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

(b)

Sub-clause (e) of Clause 81 of Table A shall not apply to the Company.

## **Gratuities and Pensions**

15 (a)

The Directors may exercise the powers of the Company conferred by sub-clause 3.2.20 of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b)

Clause 87 in Table A shall not apply to the Company.

## **Proceedings of Directors**

16 (a)

A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to an such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b)

Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

## **Notices**

17 (a)

All notices to be given under the regulations of the Company in writing may be given by telex or facsimile transmission to such telex or facsimile number as may be notified for the purpose and notices so given shall be deemed to have been given upon transmission of the same; and Clauses 112 and 115 of Table shall be modified accordingly.

(b)

A member shall be entitled to receive a notice required to be given to him whether his/its registered address is within or outside the United Kingdom and the last sentence of Clause 112 of Table A shall not apply to the Company.

(c)

A Director or alternate Director shall be entitled to receive notice of Meetings of the Directors whether he is within or outside the United Kingdom; and the third sentence of Clause 88 of Table A shall not apply to the Company.

## **The seal**

18 (a)

If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or a second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Clause 101 of Table A shall not apply to the Company.

(b)

The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

## **Indemnity**

(a)

Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b)

The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against such liability as is referred to in Section 310 (1) of the Act.

(c)

Clause 118 in Table A shall not apply to the Company.

Name and Address  
of Subscribers

Number of Shares taken  
by Subscribers

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*Katharina Rist*

3 (three) ordinary shares

Dr Katharina Rist for  
Unicorn London Ltd.  
9 Brightfield Road  
London SE 12 8QE

Date: 18.4.2006

Witness of the Signature above:

*Annedore Keil*

Annedore Keil  
9 Brightfield Road  
London SE12 8QE