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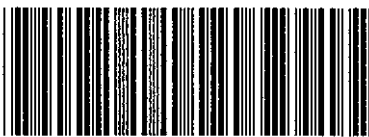
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 3664571

The Registrar of Companies for England and Wales hereby certifies that  
AWE MANAGEMENT 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 10th November 1998



\*N03664571J\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC007B



Please complete in typescript, or in bold black capitals.

Declaration on application for registration

Company Name in full

[Empty box]

AWE MANAGEMENT LIMITED



I, KEITH STEPHEN DUNGATE

of 188 BRAMPTON ROAD, BEXLEYHEATH, KENT

An authorised signatory of L & A Secretarial Limited 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.

† Please delete as appropriate.

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

[Handwritten signature]

Declared at 19 TOWN SQUARE, BASILDON, ESSEX, SS14 1BD

the Third day of November

One thousand nine hundred and ninety Eight

Please print name.

before me JOHN D. MORGAN

Signed

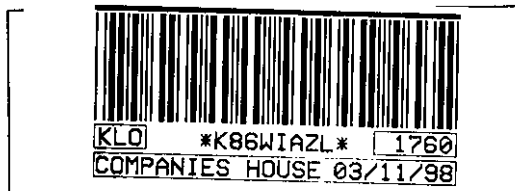
[Handwritten signature]

Date 3rd Nov 1998

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.

[Empty boxes for contact details: Tel, DX number, DX exchange]



When you have completed and signed the form please send it to the Registrar of Companies at: Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff for companies registered in England and Wales or Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB DX 235 Edinburgh for companies registered in Scotland



COMPANIES HOUSE

10

Please complete in typescript, or in bold black capitals.

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

[Empty box]

Company Name in full

AWE MANAGEMENT LIMITED



\*F010001H\*

Proposed Registered Office

31 CORSHAM STREET

(PO Box numbers only, are not acceptable)

[Empty box]

Post town

LONDON

County / Region

[Empty box]

Postcode

N1 6DR

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.

[Empty box]

Agent's Name

L & A Formations

Address

31 Corsham Street

[Empty box]

Post town

London

County / Region

[Empty box]

Postcode

N1 6DR

Number of continuation sheets attached

[Empty box]

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.

[Empty box]

[Empty box]

Tel 0171 250 3107

DX number

DX exchange



KLO \*K86WHAZK\* 1759 COMPANIES HOUSE 03711798

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 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

**NAME** \*Style / Title

LIMITED COMPANY

\*Honours etc

\* Voluntary details

Forename(s)

Surname

L & A SECRETARIAL LIMITED

Previous forename(s)

Previous surname(s)

**Address**

31 CORSHAM STREET

**Usual residential address**

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

Post town

LONDON

County / Region

Postcode

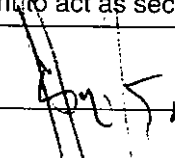
N1 6DR

Country

ENGLAND

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

**Consent signature**



Date

1/11/97

## Directors (see notes 1-5)

Please list directors in alphabetical order

**NAME** \*Style / Title

LIMITED COMPANY

\*Honours etc

Forename(s)

Surname

L & A REGISTRARS LIMITED

Previous forename(s)

Previous surname(s)

**Address**

31 CORSHAM STREET

**Usual residential address**

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

Post town

LONDON

County / Region

Postcode

N1 6DR

Country

ENGLAND

Day Month Year

**Date of birth**

**Nationality**

UK REGISTERED

**Business occupation**

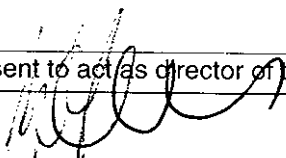
COMPANY REGISTRATION AGENT

**Other directorships**

NONE

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

**Consent signature**



Date

1/11/97

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

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

\* Voluntary details Forename(s)

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**

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

Signed  Date

Signed  Date

Signed  Date

Signed  Date

Signed  Date

Signed  Date

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.  
**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was**:

- dormant,

- a parent company which wholly owned the company making the return,

- a wholly owned subsidiary of the company making the return, or

- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

ces

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0097266

**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

of

**AWE MANAGEMENT LIMITED**



1. The Company's name is " **AWE MANAGEMENT LIMITED** "

2. The Company's registered office is to be situated in England and Wales.

3. The Company's objects are:-

(A)(i) To carry on business as a general commercial company.

(ii) To carry on all or any of the businesses of general merchants and traders manufacturers assemblers distributors importers exporters agents for the sale 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 of all kinds on behalf of such persons firms or companies as may be thought expedient and to negotiate assign mortgage 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 and manufactured goods of all kinds general railway shipping and forwarding agents and transport contractors to create establish and maintain an organisation for the marketing selling servicing distribution or introduction of the products merchandise goods wares and commodities dealt in or services rendered by any persons firms or companies and to participate in undertake perform and carry out all kinds of commercial trading and financial 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.



(B) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to the other objects of the Company.

(C) To purchase, sell, exchange, improve, rent, let on lease, hire, surrender, license, accept surrenders of and otherwise acquire, deal with and hold any estate or interest in any lands, buildings, easement, rights, privileges, or other property, chattels and effects or any interest or right in relation thereto.

(D) To erect, pull down, repair, alter, develop, construct, lay down, enlarge, maintain or otherwise deal with any buildings, factories, stores, shops, plant and machinery, road, railways, tramways, sidings, bridges, reservoirs and works necessary or convenient for the Company's business and to contribute to the performance of any of the above.

(E) To purchase or otherwise acquire all or any part of the business or assets or any person, firm or company, carrying on or formed to carry on any business which the company is authorised to carry on or possessed of property of any description suitable to the purpose of the Company, and to pay cash or to issue any shares, stocks, debentures, or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

(F) To apply for, purchase or otherwise acquire and hold or deal in any manner with any patents, licences, concessions, secret processes or other property which may seem to the Company capable of being dealt with by or to be beneficial or convenient to the pursuit of any trade or business of the Company and to grant rights and interests thereout.

(G) To sell, improve, let, licence, develop, manage, turn to account, exchange, grant royalty, share of profits or otherwise, grant easement and other rights in and over and in any other manner deal with or dispose of the undertaking or any part thereof and all or any of the property and assets for the time being of the Company on such terms and for such consideration as the Company may approve.

(H) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may from time to time be determined.

(I) To lend money to any person, firm or company upon such terms and with or without security and subject to such conditions as may from time to time be determined.



(J) To give all kinds of indemnities either with or without the Company receiving any consideration or advantage and to guarantee the payment of the capital or principal (together with any premium) of any debentures, debenture stock, bonds, mortgages, charges, obligations, dividends, securities, moneys or shares or interest thereon, or the performance of any contracts or engagements of any person, firm or company.

(K) To borrow or raise or secure the payment of money in such manner as shall from time to time be determined for the purposes of or in connection with the Company's trade or business and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's undertaking or property and by reissuing any debenture at any time paid off, and by becoming a member of any building society.

(L) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present and 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 assurances.

(M) 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, firms, or companies having dealings with the Company or in whose business or undertakings the Company is interested whether directly or indirectly.

(N) To pay for any property or rights of any description acquired by the Company either in cash, by instalments, or otherwise, of fully or partly paid-up shares, either with or without preferred or deferred or other 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 way and partly in another, and generally on such terms as the Company may determine.

(O) To accept payment for any property or rights of any description 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, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or debenture stock, mortgages or other securities of any company or companies, 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.

**(P)** To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable instruments.

**(Q)** To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debenture stock or other interest in or obligations or any other company or corporation.

**(R)** 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.

**(S)** To establish or promote or join or assist in establishing or promoting any other company or companies for the purpose of acquiring all or any of the assets and liabilities of the Company or for any other purpose the promotion of which shall be in any manner calculated or appear to the Company to advance directly or indirectly the objects or interests of the Company.

**(T)** To amalgamate with any other company or companies whose objects are or include objects similar to those of the Company or any of them, 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 or companies as aforesaid, with or without winding up 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 the or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

**(U)** To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any person, firm or company whose objects are or include objects similar to those of the Company or any of them.

**(V)** To establish, support and maintain and to aid and procure the establishment, support and maintenance of any non-contributory or contributory pension or superannuation funds or other trust funds or funds calculated to benefit, and give or procure the giving of donations, gratuities, pensions, allowances, or enrolments to any persons who are or were at anytime employed by or in the service of the Company (including any Director holding a salaried office or employment in the Company) or of any other company which is for the time being the Company's holding company, or a subsidiary of the Company (as defined by s.736 of the Companies Act 1985) or the families and dependants of such persons, and subsidise or subscribe to any institution, association, clubs or funds calculated to be for the benefit of or to advance interests and well-being of the Company or of any such other companies or persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid.

**(W)** To subscribe or guarantee money for or organise, assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may appear to further, whether directly or indirectly, the objects of the Company or the interests of its members or employees.

**(X)** To pay out of the funds of the Company all costs and expenses of and incidental to the formation and registration of the company and the issue of its capital and debentures including brokerage and commission, and to remunerate any person, firm or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

**(Y)** To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their families, dependants and connections.

**(Z)** To distribute among the members in specie any property of the Company, or any proceed of sale or disposal of any property of the Company.

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

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

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company, and none of the said objects shall be deemed to be subsidiary to or limited in any way by any other object or objects.

4. The liability of the members is limited.

5. The Company's share capital is £100 divided into 100 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 SUBSCRIBERS

Number of Shares taken  
by each Subscriber

**KEITH STEPHEN DUNGATE**

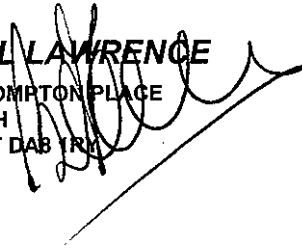
188 BRAMPTON ROAD  
BEXLEYHEATH  
KENT DA7 4SY



**ONE**

**BILL LAWRENCE**

83 COMPTON PLACE  
ERITH  
KENT DA8 1RN



**ONE**

**TOTAL SHARES TAKEN**

**TWO**

DATED: 1st day of November 1998

Witness to the above Signatures

**RAYMOND PAUL KALMAN**

31 CORSHAM STREET  
LONDON  
N1 6DR



# THE COMPANIES ACT 1985

## COMPANY LIMITED BY SHARES

### ARTICLES OF ASSOCIATION

of

## **AWE MANAGEMENT LIMITED**

### PRELIMINARY

1.(1) The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A" ) shall apply to the Company save insofar as they are excluded or varied hereby, and such Regulations save as so excluded or varied together with the Articles hereinafter contained shall be the Articles of Association of the Company.

(2) The following Regulations of Table A shall not apply to the Company, namely Regulations 3, 24, 41, 46, 48, 64, 67, 73, 74, 75, 80, 94 to 97 and 101.

### INTERPRETATION

2. The provisions as to the interpretation of Table A contained in Regulation 1 thereof shall apply to the interpretation of these Articles as they apply to the interpretation of Table A.

### PRIVATE COMPANY

3. The Company is a private company and accordingly the Company shall not offer, allot or agree to allot any shares in or debentures of the Company to the public with a view to allot any of such shares or debentures being offered for sale to the public, and sections 58(3), 59, and 60 of the Act shall apply for the purposes of this Article as they apply for the purposes of the Act.

4.(1) All unissued shares of the Company, whether forming part of the original or any increased capital shall be under the control of the Directors who may allot, grant options over, offer or otherwise deal with or dispose of them to such persons including any Directors of the Company, at such times and on such terms and generally in such manner as they think fit;

(2) The Directors are hereby generally and unconditionally authorised to exercise the powers of the Company to allot relevant securities as defined in Section 80 of the Act and are empowered to make offers or agreements which would or might require relevant securities as so defined to be allotted after the expiry of such authority;

(3) Unless and until the authority conferred by (2) above is revoked, renewed or varied,

- (a) the maximum amount or relevant securities as so defined that may be allotted under such authority shall be the amount of unissued relevant securities in the capital of the Company at the date of incorporation of the Company.
- (b) such authority shall expire on the fifth anniversary of the date of incorporation of the Company.

#### **REDEMPTION OF SHARES**

5. Subject to the provisions of the act shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder, provided that the terms on which and the manner in which any such redeemable shares shall or may be redeemed shall be specified by Special Resolution before the issue thereof.

#### **LIEN**

6. The lien conferred by Regulation 8 of Table A shall also attach to;

- (a) fully paid shares;
- (b) 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.

#### **TRANSFER OF SHARES**

7. (A) No Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(B) The person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and such notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the Share to any Member of the Company at the price so fixed or, at the option of either party, at the fair value to be fixed by the Auditor in accordance with Sub-Article (D) of this Article. The transfer notice may include two or more Shares and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(C) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor he shall be bound upon payment of the fair value to transfer the Share to the purchaser who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.

(D) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall on the application of either party certify in writing the sum which in his opinion is the fair value and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator and accordingly the Arbitration Acts 1950 to 1979 shall not apply.

(E) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf and may authorise some person to execute a transfer of the Share in favour of the purchaser who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(F) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member willing to purchase the Share and give notice in manner aforesaid the proposing transferor shall at any time within three calendar months afterwards be at liberty subject to Sub-Article (I) hereof to sell and transfer the Shares or those not placed to any person and at any price.

(G) The Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively and the offer shall in each case limit the time within which the same if not accepted will be deemed to be declined and may notify to the Members that any Member who desires an allotment of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings the same shall be offered to the Members or some of them in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit.

(H) In the event of the death or bankruptcy of any Member or in the event of any Member who is in the employment of the Company ceasing from any cause to be in such employment the Directors may at any time within twelve calendar months thereafter request such Member or (in the event of his death or bankruptcy) his legal or personal representative or trustee in bankruptcy to serve the Company with a transfer notice in

respect of all the Shares registered in the name of such Member and if default is made in complying with such request for a period of fourteen days the person in default shall at the expiration of the said period be deemed to have served the Company with a transfer notice in accordance with Sub-Article (B) hereof and to have specified therein the amount paid up on the Shares as the fair value.

(1) 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 and Clause 24 of Table A shall be modified accordingly.

#### **PROCEEDINGS AT GENERAL MEETINGS**

8.(1) If the quorum prescribed by regulation 40 of Table A is not present within half an hour from the time appointed for the meeting the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine.

(2) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting one person entitled under Regulation 40 of Table A to be counted in a quorum present at the meeting shall be a quorum.

9.(1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.

(2) A poll may be demanded:-

(a) by the Chairman; or

(b) by the member (present in person or by proxy) having the right to attend and vote at the meeting; or

(c) by duly authorised representative of a corporation.

(3) The demand for a poll may, before the poll is taken, be withdrawn.

(4) A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.

10. A resolution in writing executed pursuant to Regulation 53 of Table A and which is expressed to be a Special Resolution or an extraordinary resolution shall have effect accordingly.



## **VOTES OF MEMBERS**

11. There shall be inserted the words "Unless the Directors otherwise determine" before the words "No member shall" in Regulation 57 of Table A which shall be modified accordingly in its application to the Company.

12.(1) The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may;

- (a) be deposited at the office or at such other place within the United Kingdom and at such time as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting; or
- (b) notwithstanding any provision to the contrary in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting be deposited with the Chairman 30 minutes before the commencement of the meeting or adjourned meeting and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

(2) Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment thereof.

## **NUMBER OF DIRECTORS**

13.(1) The number of Directors shall be not more than seven but need not exceed one.

(2) If so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles and by Table A.

## **ALTERNATE DIRECTORS**

14. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

## **POWERS OF DIRECTORS**

15. In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertakings and property of the Company including the uncalled capital or any part 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.

## PROCEEDING OF DIRECTORS

16. The words "and unless so fixed at any other number shall be two" shall be omitted from Regulation 89 of Table A in its application to the Company.

17. For the purposes of Regulation 93 of Table A, the consent of a Director or an alternate Director to a resolution may also be given by giving notice of his approval to the Company by letter, telex, cable or other similar means.

18. 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 second director. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

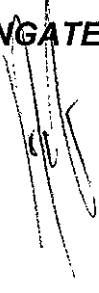
19. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest of the group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is.

## INDEMNITY

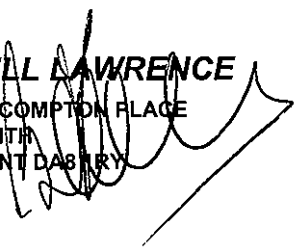
20. In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act, every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses, losses or liabilities incurred by him, as agent of the Company or for the Company's benefit or intended benefit or in or about the discharge or intended discharge of his duties in relation to the Company.

**NAMES AND ADDRESSES OF SUBSCRIBERS**

**KEITH STEPHEN DUNGATE**  
188 BRAMPTON ROAD  
BEXLEYHEATH  
KENT DA7 4SY



**BILL LAWRENCE**  
83 COMPTON PLACE  
ERITH  
KENT DA8 1RY



DATED: 1st day of November 1998

Witness to the above signatures:-

**RAYMOND PAUL KALMAN**  
31 CORSHAM STREET  
LONDON  
N1 6DR

