



CERTIFICATE OF INCORPORATION

No. 1230594

I hereby certify that

TARVAGEN LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the 21ST OCTOBER 1975

A handwritten signature in cursive script, appearing to read 'N. Taylor'.

N. TAYLOR

Assistant Registrar of Companies

C.173

No. 1230594

15

THE COMPANIES ACTS, 1948 to 1967

SPECIAL RESOLUTION

OF

TARRAGUM LIMITED

PASSED ON THE 11th DAY OF November 1975

AT an EXTRAORDINARY GENERAL MEETING of the above named company
duly convened, and held at 6, Half Moon St, W.L. 11th
November 1975 on the 11th day
of November the following SPECIAL RESOLUTION was duly passed:

RESOLUTION

THAT clause 3A of the Memorandum of Association be deleted and replaced by the following new clause 3A:

- (A) (1) To carry on the trade or business of wholesale warehousemen, removers, storers, packers and carriers of property of every description and to issue warrants to persons warehousing goods with the Company and to lend money upon the security of such goods.
- (2) ~~Agency~~ To undertake and execute agency or commission work of all kinds and to act generally as agents, factors and brokers for the sale or purchase of goods and the provision of services and travel.



EXPRESS COMPANY REGISTRATIONS Ltd



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No.

1230594 / 7

I hereby certify that

TARRAGEN LIMITED

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

WARNER (WAREHOUSING) LIMITED

Given under my hand at London the

26TH NOVEMBER 1975

[Signature]
(S. WHIPP)

Assistant Registrar of Companies

17

No. of Company... 1230594

THE COMPANIES ACTS, 1948 to 1967.

NOV 14 1975 CH. 040.00

Special Resolution

Pursuant to Section 141 (3).

OF

TARRAGEM LIMITED

Passed on the 10th day of November 1975

AT an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened, and held at 6 Half Moon Street, London W.1

on the 10th day of November 1975 the following SPECIAL RESOLUTION was duly passed :-

RESOLUTION

THAT the name of the Company be changed to :-

WARNER (WAREHOUSING) LIMITED

..... O. M. Marks
Director / Secretary

Presented for filing by

EXPRESS COMPANY REGISTRATIONS Ltd

Messrs O.M. Marks & Co.
6 Half Moon Street
London W1Y 8LD

17

Express Company Registrations Limited, 30, City Road, London, E.C.1.

No. of Company 1230594

Form No. 9
(No registration
fee payable)

THE COMPANIES ACTS 1948 TO 1967

Particulars of Directors and Secretaries

Pursuant to Section 200 of the Companies Act 1948

Name of Company TARRAGEM ^{NOW} WARNER (WAREHOUSING) Limited*

Particulars of directors of the company at the date of this return

Name, nationality (if other than British) and date of birth (where applicable) (Notes 1, 2 and 3)	Address (Note 4)	Business occupation and particulars of other directorships (Note 5)
Omek Marian MARKS	6 Half Moon Street London W1Y 8LD	Solicitor
Linda Frances MARKS	6 Half Moon Street London W1Y 8LD	Director

Particulars of the secretary of the company at the date of this return

Name (Notes 2, 6 and 7)	Address (Notes 7 and 8)
Brian GOLDSTEIN	30, City Road, London EC1

Please see notes overleaf

Signed

State whether
Director or Secretary

*Delete "Limited" if not applicable

Date

Presented by:

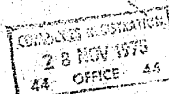
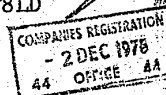
Presenter's reference:

EXPRESS COMPANY REGISTRATIONS LIMITED

COMPANY REGISTRATION AGENTS,

30, CITY ROAD,
LONDON E.C.1.

Telephone: 01-628 5434/5



Margin reserved for binding

No. 1230594

ECA 1972

Mr. P. J. J. J.

THE COMPANIES ACTS 1948 to 1967.

COMPANY LIMITED BY SHARES

Sp. act. mem.
filed 19.11.75

Memorandum

AND

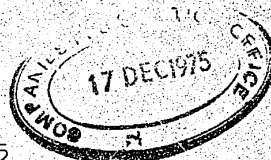
Articles of Association

OF

WARNER (WAREHOUSING) LIMITED

Incorporated 21st October, 1975

Reprinted as in force December, 1975



EXPRESS COMPANY REGISTRATIONS Ltd

14

THE COMPANIES ACTS 1948 to 1967.

COMPANY LIMITED BY SHARES.

all objects - Land & Buildings

Memorandum of Association

OF

WARNER (WAREHOUSING) LIMITED

1. The name of the Company is Warner (Warehousing) Limited
2. The registered office of the Company will be situate in England. ✓
3. The objects for which the Company is established are:-
 - (A) (1) To carry on the trade or business of wholesale warehousemen, removers, storers, packers and carriers of property of every description and to issue warrants to persons warehousing goods with the Company and to lend money upon the security of such goods.
 - (2) To undertake and execute agency or commission work of all kinds and to act generally as agents, factors and brokers for the sale or purchase of goods and the provision of services and travel.

* Name changed by Special Resolution passed on the 10th November, 1975.

* Objects changed by Special Resolution passed on the 11th November, 1975.

EXPRESS COMPANY REGISTRATIONS Ltd

1230594 //

Form No. 41

(No registration
fee payable)

No. of Company

THE COMPANIES ACTS 1948 TO 1967

Declaration of compliance

Pursuant to Section 15(2) of the Companies Act 1948

Name of Company TARRAGEM Limited*

I, Brian Goldstein,

of 30, City Road,

London E.C.1.

Do solemnly and sincerely declare that I am (see note (a) below) a person
named in the Articles of Association as a Secretary.

of

TARRAGEM

Limited*

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at 30, City Road,

in the county of London

the 9 day of October
one thousand nine hundred and twenty-five
before me.

A Commissioner for Oaths (see note (b) below)

(a) "a Solicitor of the Supreme Court" (or in Scotland "a Solicitor")
"engaged in the formation", or "a person named in the articles of association as a
director", or "a person named in the articles of association as a secretary"

(b) or Notary Public or Justice of the Peace

* Delete "Limited" if not applicable.

Presented by:

EXPRESS COMPANY REGISTRATIONS LIMITED

Company Registration Agents.

30, City Road,

London, E.C. 1.

Telephone: 01- 628 -5434-5.

Margin reserved for binding

1230594 12

No. of Company

Form PUC-1
(Capital duty payable, but
no registration fee)STATEMENT ON FORMATION OF A COMPANY TO BE INCORPORATED WITH
LIMITED LIABILITY UNDER THE COMPANIES ACT 1948

Pursuant to Part V, Finance Act 1973

Name of Company TARRAGEM Limited

A Nominal capital (i)

£100

B Nominal value of each share

£1

C Number and description of shares
taken on incorporation (i)

TWO ORDINARY

D Total amount payable on each (ii)
(including premium if any)

£1

E Amount paid or due and payable on each (iii)

NIL

F Total amount paid or due and payable in respect of C

£ NIL

G Capital duty payable on F at £1 per £100 or part of £100

£ NIL

I hereby certify that the above particulars are correct in all respects.

Signed.....

Description SECRETARYDate..... 9 OCT 1975

(i) Distinguish between Preference, Ordinary, Redeemable Preference, etc. shares.

(ii) If amounts are contributed otherwise than in cash, that fact with full particulars must be stated.

Note:- This form must be delivered to the Registrar of Companies when applying for
incorporation of the company.

Presented by: 9

Express Company Registrations
Limited30 City Road,
London, E.C.1.

For official use only:

EXPRESS COMPANY REGISTRATIONS LIMITED

COMPANY REGISTRATION AGENTS,

30, CITY ROAD,

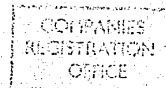
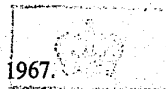
LONDON E.C.1.

Telephone: 01-628 5434/5

Margin reserved for binding

1230594 / 3

THE COMPANIES ACTS. 1948 to 1967.



OCT 10 1975 0429 • MW 050.00

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

TARRAGEM LIMITED



1. The name of the Company is " TARRAGEM LIMITED
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
 - (A) (1) To purchase, take on lease, or in exchange, or otherwise acquire, sell, deal in, take and grant options on, or hold as an investment, any lands or buildings wherever situate, or rights and interest therein, and to manage, farm or let (whether furnished or unfurnished) the same or any part thereof for any period and at such rent and on such conditions as the Company shall think fit, or to develop the same or any part thereof and to construct and erect houses, flats, shops, factories, offices, warehouses and buildings of any kind thereon; to lay out roads and pleasure gardens and recreation grounds; to pull down, alter, or improve, buildings, to plant, drain or otherwise improve the land or any part thereof; and to improve and fix electric, gas and water fittings and to carry on business as builders and decorators, joiners, plumbers, carpenters, engineers, electricians, sanitary engineers, merchants and dealers in builders' and decorators' requisites of all kinds.
 - (2) To purchase or otherwise acquire, hold as an investment and deal in shares, debentures, stocks, bonds, scrip or other securities, businesses, policies of insurance, patents, copyrights and such other property real or personal and rights and interests in property.
 - (3) To carry on business as bankers, financiers, guarantors, capitalists, concessionaires, commercial agents, mortgage brokers, financial agents and advisers, insurance agents, estate agents and advisers, insurance brokers, business transfer agents and to advance and borrow money, negotiate loans and to lend money for any purpose or object, with or without security, including the lending of money to finance hire purchase agreements in respect of any property or assets.

EXPRESS COMPANY REGISTRATIONS LTD

- (B) To carry on any other business which in the opinion of the Directors of the Company may seem capable of being conveniently carried on in connection with or as ancillary to any of the above businesses or to be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects.
- (C) To purchase, take on lease, exchange, hire or otherwise acquire, any real or personal property or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
- (D) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company or to join with any person, firm or company in doing any of the things aforesaid.
- (E) To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue or deposit of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital.
- (F) To apply for, purchase or otherwise acquire any patents, licences and the like, conferring an exclusive or non-exclusive or limited right of user or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights and information so acquired.
- (G) To purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stocks, Bonds or securities of any other company or corporation carrying on business in any part of the world.
- (H) To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting, or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon.

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(J) To lend money or give credit on such terms as may be considered expedient and to receive money on deposit or loan from and give guarantees or become security for any persons, firms and companies.

(K) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

(L) To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular for shares, stock or securities of any other company formed or to be formed.

(M) To promote, finance or assist any other company for the purpose of acquiring all or any part of the property rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(N) To remunerate any person, firm or company rendering services to the Company in any manner and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company.

(O) To draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments.

(P) To establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the officers ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or

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for any exhibition or for any public, general or useful objects.

- (Q) To enter into any arrangement with any Government or other authority, supreme, municipal, local or otherwise, and to obtain from any such Government or Authority all rights, concessions, and privileges which may seem conducive to the Company's objects or any of them, or to obtain or to endeavour to obtain, any provisional order of the Board of Trade, or any Act or Acts of Parliament for the purposes of the Company or any other company.
- (R) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposition of any property of the Company, and for such purpose to distinguish and separate capital from profits, 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.
- (S) To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise.
- (T) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the Members is limited.

5. The share capital of the Company is £ 100 divided into 100 shares of £1 each. The Company has power to increase and divide the shares into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as the Articles of Association may from time to time prescribe.

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Members is limited.

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WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<p><i>Phen</i></p> <p>MICHAEL JOHN HOPE, 30, City Road, London. E.C.1.</p> <p>Company Formation Assistant.</p> <p><i>[Signature]</i></p>	ONE
<p>BRIAN GOLDSTEIN, 30, City Road, London. E.C.1.</p> <p>Company Director</p>	ONE

DATED the 8th day of October, 1975.

WITNESS to the above signatures :

[Signature]
ERIC CHARLES TURNER,
30, City Road,
London, E.C.1.

Company Formation Assistant.

THE COMPANIES ACTS 1948 to 1967.
1230594 /4

COMPANY LIMITED BY SHARES.

Articles of Association

OF

TARRAGEM LIMITED

PRELIMINARY

1. The regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby; that is to say, Clauses 24, 53, 75, 79, 125 and 130 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a private Company and Clauses 2,3,4,5 and 6 in Part II of Table A as varied by these Articles shall accordingly apply to the Company.

SHARES

3. The shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit, subject to the provisions of the next following clause hereof (Clause 4).

4. Subject to any direction to the contrary that may be given by the Company in general meeting, any original shares for the time being unissued and any new shares from time to time to be created, shall in the first instance be offered to the members in proportion (as nearly as may be) to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted shall be deemed to be declined; and after the expiration of such time or on receipt of an intimation from the member to whom the notice is given that he declines to accept the shares, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

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LIEN

5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares, and to all shares 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 AND TRANSMISSION OF SHARES

6. Clause 3 of Part II of Table A shall not apply to any transfer to a person who is already a member of the Company or to a transferee under the next following clause hereof (Clause 7).

7. Any share may be transferred by a member to any child or other issue, wife, husband, father, mother, brother, sister, son-in-law, daughter-in-law, nephew or niece of such member and any share of a deceased member may be transferred to any such relative as aforesaid of the deceased member or to the executors or administrators of any such deceased member. Any share standing in the name of the trustees of the Will of any deceased member or of a settlement created by a member or a deceased member may be transferred upon any change of trustees to the trustees for the time being of such Will or Settlement or to a person to whom such member or deceased member would have been entitled to transfer the same.

8. The proviso to clause 32 of Part I of Table A shall not apply to the Company.

GENERAL MEETING

9. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of The Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

10. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

DIRECTORS

11. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than one nor more than seven. If and so long as there is a sole Director, such Director may act alone in exercising all the powers and authorities vested in the Directors.

12. The first Directors of the Company shall be determined in writing by the Subscribers to the Memorandum of Association of the Company.

SHARES.

ation

Part I of Table A of the Companies Act, 1948 (Table A"), shall not apply to any transfer to a person who is already a member of the Company or to a transferee under the next following clause hereof (Clause 7).

and Clauses 24, 25 and 26 of Table A shall not apply to any transfer to a person who is already a member of the Company or to a transferee under the next following clause hereof (Clause 7).

control of the shares of or grant of such shares, subject to the provisions of clause hereof

contrary that meeting, any and any new shall in the in proportion shares held by them, specifying the entitled and if not accepted for the expiration of the same he declines to propose of the same special to the

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

14. Any Director may appoint any person approved by the Board to be an alternate Director and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to receive notice of Meetings of Directors and to attend and vote thereat, but he shall not require any qualification and shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the Director appointing him and agreed between the said Director and the appointee. Such appointment may be revoked at any time by the appointor or by a resolution of the Directors or by an Ordinary Resolution of the Company in General Meeting. Any appointment or revocation made under this clause, shall be in writing under the hand of the Director making the same.

DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated :-
(1) If he resigns his office by notice in writing to the Company.
(2) If he becomes bankrupt or enters into any arrangement with his creditors.
(3) If he is prohibited from being a Director by an order made under section 188 of the Act.
(4) If he becomes of unsound mind.
(5) If he is removed from office by a resolution duly passed under section 184 of the Act.

BORROWING POWERS

16. The Directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertakings, property and 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.

17. The first Secretary of the Company shall be Brian Goldstein.

18. The directors shall be regulated in accordance with the Companies Act 1948 and the Companies Act 1967, cause the Company in general accounts, balance reports as are required.

19. Auditor regulated in accordance with the Companies Act 1948 and the Companies Act 1967.

20. In addition to the powers conferred by section 136 of Part I of the Companies Act 1948, the managing director, or any other officer of the Company, shall be liable out of the assets of the Company for the liabilities incurred by the Company in the discharge of the duties of the managing director.

ACCOUNTS

18. The directors shall from time to time, in accordance with sections 148, 150 and 157 of the Companies Act 1948 and sections 16 to 22 of The Companies Act 1967, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

AUDIT

19. Auditors shall be appointed and their duties regulated in accordance with sections 159 to 161 of the Companies Act 1948 and sections 13 and 14 of the Companies Act 1967.

INDEMNITY

20. In addition to the indemnity contained in clause 136 of Part 1 of Table A and subject to the provisions of Section 205 of the Companies Act 1948, every director, managing director, agent, auditor, secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

DIRECTORS

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS:

in here
MICHAEL JOHN HOPE,
30, City Road,
London. E.C.1.

Company Formation Assistant.

Brian
BRIAN GOLDSTEIN,
30, City Road,
London. E.C.1.

Company Director.

DATED the 8th day of October, 1975.

WITNESS to the above signatures :

Eric
ERIC CHARLES TURNER,
30, City Road,
London. E.C.1.

Company Formation Assistant.

- (B) To carry on any other business which in the opinion of the Directors of the Company may seem capable of being conveniently carried on in connection with or as ancillary to any of the above businesses or to be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects.
- (C) To purchase, take on lease, exchange, hire or otherwise acquire, any real or personal property or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
- (D) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company or to join with any person, firm or company in doing any of the things aforesaid.
- (E) To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue or deposit of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital.
- (F) To apply for, purchase or otherwise acquire any patents, licences and the like, conferring an exclusive or non-exclusive or limited right of user or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights and information so acquired.
- (G) To purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stocks, Bonds or securities of any other company or corporation carrying on business in any part of the world.
- (H) To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting, or guaranteeing the subscription of, shares, debentures, debenture stock, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon.

- (I) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient.
- (J) To lend money or give credit on such terms as may be considered expedient and to receive money on deposit or loan from and give guarantees or become security for any persons, firms and companies.
- (K) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (L) To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular for shares, stock or securities of any other company formed or to be formed.
- (M) To promote, finance or assist any other company for the purpose of acquiring all or any part of the property rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (N) To remunerate any person, firm or company rendering services to the Company in any manner and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company.
- (O) To draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments.
- (P) To establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the officers ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or

for any exhibition or for any public, general or useful objects.

- (Q) To enter into any arrangement with any Government or other authority, supreme, municipal, local or otherwise, and to obtain from any such Government or Authority all rights, concessions, and privileges which may seem conducive to the Company's objects or any of them, or to obtain or to endeavour to obtain, any provisional order of the Board of Trade, or any Act or Acts of Parliament for the purposes of the Company or any other company.
- (R) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposition of any property of the Company, and for such purpose to distinguish and separate capital from profits, 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.
- (S) To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise.
- (T) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the Members is limited.

5. The share capital of the Company is £ 100 divided into 100 shares of £1 each. The Company has power to increase and divide the shares into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as the Articles of Association may from time to time prescribe.

WE, the sever
are subscribed
a Company in
Association an
number of shar
opposite our

NAMES, ADDRES
SCRIPTIONS OF

MICHAEL JOH
30, City Ro
London. E.C

Company For
Assistant.

BRIAN GOLDS
30, City Ro
London. E.C

Company Dir

DATED the
WITNESS to the

ERIC CHARL
30, City R
London, E.

Company Fo

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
MICHAEL JOHN HOPE, 30, City Road, London. E.C.1. Company Formation Assistant.	ONE
BRIAN GOLDSTEIN, 30, City Road, London. E.C.1. Company Director	ONE

DATED the 8th day of October 1975.

WITNESS to the above signatures :

ERIC CHARLES TURNER,
30, City Road,
London, E.C.1.

Company Formation Assistant.

THE COMPANIES ACTS 1948 to 1967.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

WARNER (WAREHOUSING) LIMITED

PRELIMINARY

1. The regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby; that is to say, Clauses 24, 53, 75, 79, 126 and 130 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a private Company and Clauses 2,3,4,5 and 6 in Part II of Table A as varied by these Articles shall accordingly apply to the Company.

SHARES

3. The shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit, subject to the provisions of the next following clause hereof (Clause 4).

4. Subject to any direction to the contrary that may be given by the Company in general meeting, any original shares for the time being unissued and any new shares from time to time to be created, shall in the first instance be offered to the members in proportion (as nearly as may be) to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted shall be deemed to be declined; and after the expiration of such time or on receipt of an intimation from the member to whom the notice is given that he declines to accept the shares, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

LIEN

5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares, and to all shares 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 AND TRANSMISSION OF SHARES

6. Clause 3 of Part II of Table A shall not apply to any transfer to a person who is already a member of the Company or to a transferee under the next following clause hereof (Clause 7).

7. Any share may be transferred by a member to any child or other issue, wife, husband, father, mother, brother, sister, son-in-law, daughter-in-law, nephew or niece of such member and any share of a deceased member may be transferred to any such relative as aforesaid of the deceased member or to the executors or administrators of any such deceased member. Any share standing in the name of the trustees of the Will of any deceased member or of a settlement created by a member or a deceased member may be transferred upon any change of trustees to the trustees for the time being of such Will or Settlement or to a person to whom such member or deceased member would have been entitled to transfer the same.

8. The proviso to clause 32 of Part I of Table A shall not apply to the Company.

GENERAL MEETING

9. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of The Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

10. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

DIRECTORS

11. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than one nor more than seven. If and so long as there is a sole Director, such Director may act alone in exercising all the powers and authorities vested in the Directors.

12. The first Directors of the Company shall be determined in writing by the Subscribers to the Memorandum of Association of the Company.

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

14. Any Director may appoint any person approved by the Board to be an alternate Director and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to receive notice of Meetings of Directors and to attend and vote thereat, but he shall not require any qualification and shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the Director appointing him and agreed between the said Director and the appointee. Such appointment may be revoked at any time by the appointor or by a resolution of the Directors or by an Ordinary Resolution of the Company in General Meeting. Any appointment or revocation made under this clause, shall be in writing under the hand of the Director making the same.

DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated :-
- (1) If he resigns his office by notice in writing to the Company.
 - (2) If he becomes bankrupt or enters into any arrangement with his creditors.
 - (3) If he is prohibited from being a Director by an order made under section 188 of the Act.
 - (4) If he becomes of unsound mind.
 - (5) If he is removed from office by a resolution duly passed under section 184 of the Act.

BORROWING POWERS

16. The Directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertakings, property and 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.

17. The first Secretary of the Company shall be Brian Goldstein.

18.
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ACCOUNTS

18. The directors shall from time to time, in accordance with sections 148, 150 and 157 of the Companies Act 1948 and sections 16 to 22 of The Companies Act 1967, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

AUDIT

19. Auditors shall be appointed and their duties regulated in accordance with sections 159 to 161 of the Companies Act 1948 and sections 13 and 14 of the Companies Act 1967.

INDEMNITY

20. In addition to the indemnity contained in clause 136 of Part 1 of Table A and subject to the provisions of Section 205 of the Companies Act 1948, every director, managing director, agent, auditor, secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

MICHAEL JOHN HOPE,
30, City Road,
London. E.C.1.

Company Formation Assistant.

BRIAN GOLDSTEIN,
30, City Road,
London. E.C.1.

Company Director.

DATED the 8th day of October, 1975.

WITNESS to the above signatures :

ERIC CHARLES TURNER,
30, City Road,
London. E.C.1.

Company Formation Assistant.

A

Please do not
write in this
binding margin

Please complete
legibly,
preferably in
black type, or
bold block
lettering

THE COMPANIES ACTS 1948 TO 1981

Notice of new accounting reference
date given during the course of an
accounting reference period

Pursuant to section 3 (1) of the Companies Act 1976

Form No. 3

3

3
0

To the Registrar of Companies

For official use

Company number

35

1230594

Name of company

WARNER (WAREHOUSING) LIMITED

NOTE

Please read
notes 1 to 5
overleaf before
completing this
form

hereby gives you notice in accordance with section 3 (1) of the Companies Act 1976 that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end, is as shown below:

Day Month

3 0 0 6

† delete as
appropriate

The current accounting reference period of the company is to be treated as ~~30th June 1984~~
[extended] † and ~~30th June 1984~~ [will come to an end] † on

Day Month Year

3 0 0 6 1 9 8 5

See note 4 (c)
and complete if
appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 3 (6) (c) of the Companies Act 1976, the following statement should be completed:

† delete as
appropriate

The company is a [subsidiary] ~~of~~ † of

MORAN TEA HOLDINGS PLC

, company number 786387

the accounting reference date of which is also being changed to 30th June.

JOHN SISSMORE & CO. LTD.

§ delete as
appropriate

Signed J. SiSSmore [Director] [Secretary] Date 14 November 1984

Presentor's name, address and
reference (if any):

JOHN SISSMORE & CO. LTD.
BROOKS WHARF
3 UPPER THAMES STREET,
LONDON, E.C.4.

For official use
General section

Post room

