



Please do not
write in this
binding margin



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

*Insert full name
of Company

†Please indicate
whether you are
a Solicitor of
the Supreme
Court (or in
Scotland 'a
Solicitor')
engaged in the
formation of the
company, or
a person named
as director or
secretary of the
company in the
statement
delivered under
section 21 of the
Companies Act
1976

THE COMPANIES ACTS 1948 TO 1980

Declaration of compliance with the requirements on application for registration of a company

Form No 41a

41a

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

[] [] [] [] [] [] [] []

[] 1778545 [] []

Name of Company

NEVRUS (173) LIMITED

I, David Victor Gibbons

of 6 Bourne End, Hornchurch, Essex RM11 3AH

do solemnly and sincerely declare that I am† a person named as director of the company
in the statement delivered under section 21 of the Companies Act 1976
of* Nevrus (173) Limited

and that all the requirements of the Companies Acts 1948 to 1980
in respect of the registration of the said company
and of matters precedent 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

SHARP, THACKRAY & CO.

Declared at 8 ARTILLERY LANE,

BISHOPSGATE,

LONDON, E1 7LF

the 23rd day of November

One thousand nine hundred and eighty three

before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of the
Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Signature of Declarant

[Signature]

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

Neville Russell
Chartered Accountants
246, Bishopsgate,
London, EC2M 4PB
England

JSM/DVG

For official use
New companies section

Post room



THE COMPANIES ACTS 1948 to 1981

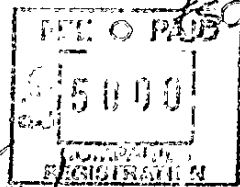
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COMPANY LIMITED BY SHARES

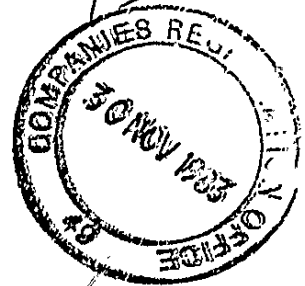
MEMORANDUM OF ASSOCIATION

- of -

NEVRUS (173) LIMITED



1778545



1. The name of the Company is Nevrus (173) Limited.
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
 - (A) To carry on in all its branches the business of agents and brokers in respect of all classes of insurance and reinsurance, and to bargain for, negotiate and arrange the same, and to effect, procure, and conduct insurance or any underwriting business for or on behalf of all or any companies and underwriting agents or principals willing to insure against or underwrite risks of all kinds, and to act as agent or manager of any such company, agent or principal in connection with any insurance or underwriting business, and to enter into any agreement for any of the purposes aforesaid with any insurance company, society, bureau, committee, association, syndicate, underwriters, and others, and to undertake, transact and execute agency business of all kinds.
 - (B) To carry on business as pensions advisers, consultant assessors, valuers, surveyors and average adjusters and mortgage brokers and to undertake the provision of hire purchase and credit sale finance and to act as factors.
 - (C) To carry on any other trade or business whatsoever which can in the opinion of the Directors be advantageously carried on by the Company in connection with or as auxiliary to the general business of the Company.

Neville Russell
(2)



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- (D) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein, or likely to be required by customers or other persons having, or about to have, dealings with the Company.
- (E) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, shops, factories, offices, works, machinery, engines and to clear sites for the same or to join with any person, firm or company in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing.
- (F) To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.
- (G) To acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possess, or which may seem to the Company capable of being conveniently carried on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, or any property suitable for the purposes of the Company, and to act as a director or manager of any Company.
- (H) To enter into any arrangements with any Government or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (I) To apply for, or join in applying for, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, registered designs, protections and concessions, which may appear likely to be advantageous or useful to the Company, and to 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 and testing and making researches, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (J) To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure, reciprocal concession, or otherwise with any company, or with any employees of the Company, including in such case if thought fit the conferring of a participation in the management of its directorate, or with any company carrying on or engaged in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to give to any company special rights or privileges in connection with or control over this Company, and in particular the right to nominate one or more Directors of this Company. And to lend money to, guarantee the contracts of, or otherwise assist any such company, and to take or otherwise acquire shares or securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.

- (K) To subsidise, and assist any persons or companies and to act as agents for the collection, receipt or payment of money and generally to act as agents for and render services to customers and others.
- (L) Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee, to guarantee by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital or by both such methods or by any other means whatsoever the performance of the obligations and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any costs or expenses relating thereto whether on any stocks, shares or securities or in any other manner whatsoever) by any company, firm or person including but not limited to any company which is for the time being the Company's holding company as defined by Section 154 of the Companies Act, 1948 or a subsidiary of the Company or of the Company's holding company as so defined or any company, firm or person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture or any other person, firm or company whatsoever.
- (M) To promote any company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (N) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company, and the issue of its capital, or for contributing to or assisting any company either issuing or purchasing with a view to issue all or any part of the Company's capital in connection with the advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or debenture stock.
- (O) To remunerate any person, firm or company rendering service to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as fully paid up in full or in part or otherwise.
- (P) Generally to purchase, take on lease or exchange, hire, or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.
- (Q) To receive money on deposit upon such terms as the Company may approve.
- (R) To invest and deal with the moneys of the Company in such manner as may from time to time be determined.
- (S) To lend money with or without security, but not to carry on the business of a registered money lender.
- (T) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities.

- (U) To remunerate any company for services rendered or to be rendered, in placing, or assisting to place, or guaranteeing the placing or procuring the underwriting of any of the shares or debentures, or other securities of the Company or of any company in which this Company may be interested or propose to be interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of shares, or securities of the Company credited as paid up in full or in part, or otherwise.
- (V) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other obligations of any other company having objects altogether or in part similar to those of this Company.
- (W) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of lading, warrants, debentures and other negotiable and transferable instruments.
- (X) To sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the Company may think fit, and in particular, for shares whether fully or partly paid up, debentures or securities of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares, debentures or securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of or turn to account or otherwise deal with all or any part of the property or rights of the Company.
- (Y) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the Press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- (Z) To support or subscribe to any charitable or public object and any institution, society or club which may be for the benefit of the Company or its Directors, officers, or employees, or the Directors, officers and employees of its predecessors in business, or of any subsidiary, allied or associated company, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person (including any Directors or former Directors) who may have served the Company or its predecessors in business, or any subsidiary, allied or associated company or to the wives, children or other relatives or dependants of such persons; to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any Directors or officers of or persons employed by the Company, or of or by its predecessors in business, or of or by any subsidiary, allied or associated company, and to subsidise or assist any association of employers or employee, or any trade association.
- (AA) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (BB) To establish, grant a. take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or

agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit.

(CC) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place.

(DD) To distribute any of the property of the Company in specie among the shareholders.

(EE) To amalgamate with any other company having objects altogether or in part similar to those of this Company.

(FF) 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 hereby declared that the word "company" in this Clause shall be deemed to include any person or partnership or other body of persons whether domiciled in the United Kingdom or elsewhere, and words denoting the singular number only shall include the plural number and vice versa, and so that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.
5. The share capital of the Company is £100 divided into 100 shares of £1 each.

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

Susan Elizabeth Babbs
246 Bishopsgate
London EC2M 4PB

SE Babbs

ONE

Chartered Secretary

David Victor Gibbons
246 Bishopsgate
London EC2M 4PB

[Signature]

ONE

Chartered Secretary

DATED the 23rd day of November 1983.

WITNESS to the above signatures:-

J E Ward
246 Bishopsgate
London EC2M 4PB

Secretary

J. E. Ward

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

NEVRUS (173) LIMITED

PRELIMINARY

1. (A) In these Articles "Table A" means Table A in the First Schedule to the Companies Act, 1948.
- (B) The Regulations contained in Part I of Table A shall apply to the Company save insofar as they are excluded or modified hereby. The Clauses in Part I of Table A numbered 24, 64, 75, 77, 79, 87, 88(a) and (f), 89, 90, 91, 92, 93 and 107 shall not apply, but, subject as aforesaid, and in addition to the remaining Clauses in Part I of Table A the following shall be the Articles of Association of the Company.

SHARES

2. The share capital of the Company is £100 divided into 100 shares of £1 each.
3. (A) All relevant securities (within the meaning of section 14(10) of the Companies Act 1980) for the time being created and unissued shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons (including any Director), and on such terms and conditions and at such time or times as the Directors may think fit and with full power for the Directors to give to any person (including any Director) the call of any shares either at par or at a premium and for such times and for such consideration (subject to Section 21 of the Companies Act 1980) as the Directors may think fit.
- (B) The authority conferred on the directors by paragraph (A) of this Article shall expire on the 5th anniversary of the date of incorporation but may be renewed varied or extended by the Company in General Meeting from time to time.
- (C) Section 17(1) (6) and (7) of the Companies Act 1980 shall not apply to any allotment or proposed allotment by the Company of equity securities as defined by Section 17 (11) of the said Act.
- (D) Subject to the provisions of Part III of the Companies Act 1981 the Company may purchase its own shares (including any redeemable shares).
4. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

5. In Clause 15 of Part I of Table A the following words "except in so far as may be otherwise agreed between the Company and any Member in the case of the shares held by him" shall be inserted immediately after the words "Provided that".
6. 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.
7. The right to transfer shares in the Company shall be subject to the following restrictions, namely:
 - (a) Any Member intending to transfer all or any of his shares in the Company (hereinafter called "the Transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. The transfer notice shall specify the number of shares which the Transferor intends to transfer and the price which he is willing to accept for such shares and shall constitute the Company as his agent for the sale of the shares specified in the transfer notice at the price specified therein or, at the option of the purchaser, at the fair value to be fixed in accordance with the succeeding provisions of this Article. The transfer notice shall not be revocable except with the sanction of the Directors.
 - (b) All shares included in any transfer notice shall be offered by the Company in the first instance to the existing Members (other than the Member in respect of whose shares the transfer notice has been given) for purchase at the price aforesaid and so that in case of competition the shares so offered shall be sold to the Members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any Members beyond the number applied for by him) to their existing holdings of shares. All offers of shares under this paragraph shall be made by notice in writing and every such offer shall limit a time (not being less than twenty-one days) within which the offer must be accepted or in default will lapse.
 - (c) If the Company shall within the space of three calendar months after being served with a transfer notice find Members willing to purchase at the price aforesaid the shares comprised in the transfer notice or any of them and shall give notice thereof to the Transferor, he shall be bound on payment of the purchase money to transfer such shares to the respective purchasers thereof.
 - (d) The sum named in a transfer notice as the price of a share shall in no case exceed the fair value of such share and if the sum specified in the transfer notice shall exceed the fair value then such sum shall be disregarded and the transfer notice shall take effect as if the fair value of the share had been originally inserted therein in lieu of such sum. The Auditors of the Company shall, on the application of either party, certify in writing the sum which in their opinion is the fair value of a share, and such value shall be based on the price which would be given for the share in the open market upon the supposition that the purchaser would be entitled to be duly registered as holder of the share and the sum so certified by the Auditors shall be the fair value for the purpose of this Article. In certifying for the purposes of this Article the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the Arbitration Acts 1950 and 1979 or any statutory re-enactment or modification thereof for the time being in force shall not apply.

- (e) If, in the case of the Transferor having become bound to transfer any shares to a purchaser, makes default in transferring the shares, the Company may nominate some person to execute the necessary transfer on behalf of the Transferor and receive the purchase money and shall thereupon cause the name of the purchaser to be entered on the Register as the holder of the shares and shall hold the purchase money in trust for the Transferor. The receipt of the Company shall be a good discharge to the purchaser, and after his name has been entered on the Register 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 space of three calendar months after being served with the transfer notice find a Member willing to purchase the shares comprised therein and give notice to the Transferor as aforesaid, the Transferor shall at any time within three calendar months thereafter be at liberty to sell and transfer the shares for which the Company has not found a purchaser to any person and at any price, provided that such price shall not without the consent of the Directors be lower than the price fixed by the Transferor in the transfer notice and the Directors may require such evidence as they think fit that this proviso is complied with.
 - (g) The provisions of Article 6 hereof shall not apply to any transfer to a purchasing Member in accordance with the provisions of this Article.
 - (h) The provisions of this Article shall apply mutatis mutandis to any person becoming entitled to a share in consequence of the death or bankruptcy of a Member and who wishes either to transfer such share or himself to be registered in respect thereof.
 - (i) Notwithstanding anything hereinbefore contained in the Article a share may be transferred (subject to the provisions of Article 6 hereof) to the spouse or lineal descendant or brother or sister of a Member or deceased or bankrupt Member without first being offered to the other Members of the Company in accordance with the provisions of this Article.
8. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and Clause 22 of part I of Table A shall be modified accordingly.

NOTICES

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

RESOLUTIONS

10. Any such resolution in writing as is referred to in Clause 73A in Part I of Table A may consist of several documents in the like form each signed by one or more of the Members (or their duly authorised representatives) in that Clause referred to.

PROCEEDINGS AT GENERAL MEETINGS

11. The following words shall be added to the end of Clause 52 in Part I of table A "and fixing the remuneration of Directors".

12. It shall not be necessary to give any notice of an adjourned meeting and Clause 57 in Part I of Table A shall be construed accordingly.
13. A poll may be demanded by any Member present in person or by proxy and Clause 58 in Part I of Table A shall be modified accordingly.
14. A Member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in England and Wales or Scotland having jurisdiction in that behalf on the ground that the Member is incapable by reason of mental disorder of managing and administering his property and affairs may vote, whether on a show of hands or on a poll, by the person so appointed and that person may appoint a proxy to vote on a poll on behalf of the Member.

DIRECTORS

15. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than two nor more than ten.
16. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all General Meetings of the Company and at all separate General Meetings of the holders of any class of shares in the Capital of the Company and Clause 134 of Part I of Table A shall be modified accordingly.
17. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.
18. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and, subject to section 14 of the Companies Act 1980, to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.
19. 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 does 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.
20. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and Clause 86 in Part I of Table A shall be modified accordingly.
21. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or on his death to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.
22. Paragraph (d) of Clause 88 of Part I of Table A shall be modified by deleting the words "becomes of unsound mind" and substituting therefor the words "in the opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director".

23. A Director shall not retire by rotation and Clauses 94, 96 and 97 in Part I of Table A shall be modified accordingly.
24. A Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment and the last sentence of Clause 95 of Part I of Table A shall be deleted.
25. Without prejudice to the provisions of Section 184 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The Company may by Resolution appoint another person in place of the Director so removed.
26. (A) Any Director may by writing under his hand appoint (1) any other Director, or (2) any other person who is approved by the Board of Directors as hereinafter provided to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served to him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at Meetings of the Directors, and to exercise all powers, rights, duties and authorities of the Director appointing him: Provided always that no such appointment of a person other than a Director shall be operative unless and until the approval of the Board of Directors by a majority consisting of two-thirds of the whole Board shall have been given and entered in the Directors' Minute Book. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine, provided always that in the event of these Articles providing for the retirement of Directors by rotation, if any Director so retires but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as an alternate but he shall count as only one for the purpose of determining whether a quorum be present.
- (B) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be an agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.
27. Any such resolution in writing as is referred to in Clause 106 in Part I of Table A may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of a meeting of the Directors and Clause 106 in Part I of Table A shall be modified accordingly.
28. No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate

his office at any time by reason of the fact that he has attained the age of seventy or any other age.

29. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any Service Contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office.
30. A Director holding such executive office as aforesaid for a fixed period shall not be entitled to resign as a Director of the Company and Clause 88(e) of Part I of Table A shall be modified accordingly.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Susan Elizabeth Babbs
246 Bishopsgate
London EC2M 4PB

SE Babbs

Chartered Secretary

David Victor Gibbons
246 Bishopsgate
London EC2M 4PB



Chartered Secretary

DATED this 23rd day of November 1983.

WITNESS to the above Signatures:-

J E Ward
246 Bishopsgate
London EC2M 4PB

J.E. Ward

Secretary

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1778545

I hereby certify that

NEVRUS (173) LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,

Cardiff the

15TH DECEMBER 1983

A.K. Phillips
MRS. A. K. PHILLIPS
an authorised officer



THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and
secretary and intended situation
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering* delete if
inappropriate

Company number

1778545

5

Name of Company

NEVRUS (173)

Limited*

The intended situation of the registered office of the company
on incorporation is as stated below

246 Bishopsgate

London

EC2M 4PB

If the memorandum is delivered by an agent for the subscribers of
the memorandum please mark 'X' in the box opposite and insert the
agent's name and address below

X

Neville Russell

246 Bishopsgate

London EC2M 4PB

If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statementPresenter's name, address and
reference (if any):Neville Russell
Chartered Accountants
246, Bishopsgate,
London, EC2M 4PB
England

JSM/DVG

For official use
General section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form


Name (note 2)	Susan Elizabeth Babbs	Business occupation	Chartered Secretary
Former name(s) (note 3)	None	Nationality	British
Address (note 4)	79 Westcombe Park Road, Blackheath, London SE3 7QS	Date of birth (where applicable) (note 6)	N/A
Particulars of other directorships (note 5)	European Electronic Systems (Holdings) Limited		
I hereby consent to act as director of the company named on page 1			
Signature <i>SE Babbs</i>		Date 23 NOV 1983	

Name (note 2)	David Victor Gibbons	Business occupation	Chartered Secretary
Former name(s) (note 3)	None	Nationality	British
Address (note 4)	6 Bourne End, Hornchurch Essex RM11 3AH	Date of birth (where applicable) (note 6)	N/A
Particulars of other directorships (note 5)	G B Chapwell Limited, Hylobates, European Electronic Systems (Holdings) Limited, Video Digest International Limited		
I hereby consent to act as director of the company named on page 1			
Signature <i>[Signature]</i>		Date 23 NOV 1983	

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Please do not
write in this
binding margin

The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	David Victor Gibbons
Former name(s) (note 3)	None
Address (notes 4 & 7)	6 Bourne End, Hornchurch, Essex RM11 3AH
I hereby consent to act as secretary of the company named on page 1	
Signature	 Date 23 NOV 1983

Important

The particulars to be given are those referred to in section 21(2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

* as required by
section 21(3) of
the Companies
Act 1976

Signed by or on behalf of the subscribers of the memorandum*

† delete as
appropriate

Signature  [Subscriber] [Agent]† Date

23 NOV 1983

Signature  [Subscriber] [Agent]† Date

23 NOV 1983