

No: 2016555

THE COMPANIES ACT 1985 (AS AMENDED)
(the "Act")

Fidelity Investment Services Limited
(the "Company")

Article 2A adopted by written resolution signed by or on
behalf of all the members of the Company passed
in accordance with section 381A of the Act
on 21 January 2000

2A Redeemable Non-Voting Preference Shares

The Redeemable Non-Voting Preference Shares of £100 each (the Redeemable Non-Voting Preference Shares) shall have the rights and be subject to the limitations and restrictions set out below:-

(a) Income

The holders of the Redeemable Non-Voting Preference Shares shall not be entitled to any payment of dividends in respect of such shares.

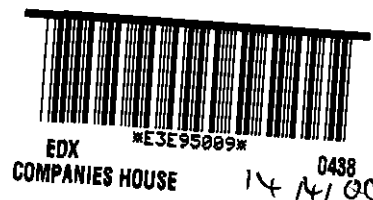
(b) Capital

On a return of capital (on a winding up or otherwise, other than on a redemption or purchase by the company of any of its own shares of any class), the holders of the Redeemable Non-Voting Preference Shares shall be entitled, in priority to any payment to the holders of any other class of shares to receive an amount in respect of each Redeemable Non-Voting Preference Share equal to the nominal amount paid up on such Redeemable Non-Voting Preference Share.

(c) Voting and General Meetings

The holders of the Redeemable Non-Voting Preference Shares shall, by virtue of and in respect of their holdings of Redeemable Non-Voting Preference Shares, have the right to receive notice of and attend every general meeting of the company but, save as provided in Article 2A(f), shall not be entitled to speak or to vote at any general meeting of the company.

(d) Limitations



No Redeemable Non-Voting Preference Share shall:

- (i) confer any right to participate in the profits or assets of the company other than as set out in paragraph (b) above;
- (ii) confer any right to participate in any offer or invitation by way of rights or otherwise to subscribe for shares in the company; or
- (iii) confer any right to receive any shares credited as paid up wholly or in part by way of a capitalisation of profits or reserves.

(e) Redemption

- (i) Subject to the Companies Act 1985 (as amended), the company may, on the giving of not less than twelve months' notice in writing to the holder(s) of all the Redeemable Non-Voting Preference Shares at any time, redeem the Redeemable Non-Voting Preference Shares in whole or in part. Subject to the Companies Act 1985 (as amended), the holder(s) of all the Redeemable Non-Voting Preference Shares may, on the giving of not less than twelve months' notice in writing to the company at any time, redeem the Redeemable Non-Voting Preference Shares in whole or in part (the date on which such redemption takes effect being referred to in this Article 2A as the "Redemption Date").
- (ii) There shall be paid by 12 noon (London time) on each Redemption Date on each Redeemable Non-Voting Preference Share redeemed under sub-paragraph (i) above the amount paid up thereon.
- (iii) If any holder of any of the Redeemable Non-Voting Preference Shares to be redeemed shall fail or refuse to deliver up the certificate or certificates held at the Redemption Date or shall fail or refuse to accept payment of the redemption monies payable in respect thereof, the redemption monies payable to such holder shall be set aside and paid into a separate interest-bearing account with the company's bankers (designated for the benefit of such holder) and such setting aside shall be deemed for all purposes hereof to be a payment to such holder and all the said holder's rights as a holder of the relevant Redeemable Non-Voting Preference Shares shall cease and determine as from the date fixed for the redemption of such shares and the company shall thereby be discharged from all obligations in respect thereof and shall be entitled to remove such holder from the register of members

of the company as the holder of the relevant Redeemable Non-Voting Preference Shares. The company shall not be responsible for the safe custody of the monies so placed on deposit or for interest thereon except such interest as the said monies may earn while on deposit less any expenses incurred by the company in connection therewith.

- (iv) The receipt of the registered holder for the time being of any Redeemable Non-Voting Preference Share or in the case of joint registered holders the receipt of any of them for the monies payable on redemption thereof shall constitute an absolute discharge to the company in respect thereof.
- (v) Notwithstanding the above provisions, the company shall have the right, on the giving of not less than twelve months' notice in writing to the holder(s) of all the Redeemable Non-Voting Preference Shares at any time, to redeem all the outstanding Redeemable Non-Voting Preference Shares for indebtedness of the company with a principal amount equal to the amount paid up on the Redeemable Non-Voting Preference Shares to be redeemed. Such indebtedness shall be non-interest bearing and shall have payment terms equivalent to the then applicable redemption provisions of the Redeemable Non-Voting Preference Shares.
- (vi) Notwithstanding the foregoing, the Company shall not be obligated to redeem the Redeemable Non-Voting Preference Shares if (1) these exist in default (declared or undeclared) under any senior indebtedness of any entity which owns directly or indirectly, all of the issued share capital of the Company excluding the Redeemable Non-Voting Preference Shares or (2) such redemption would result in a default under such senior indebtedness.

(f) Further Issues and Variation of Rights

The special rights attached to the Redeemable Non-Voting Preference Shares may be varied with the consent in writing of the holder or holders of not less than seventy five per cent. of the outstanding Redeemable Non-Voting Preference Shares but not otherwise.

If at any time there are Redeemable Non-Voting Preference Shares in issue, no additional Redeemable Non-Voting Preference Shares may be issued except with the consent in writing of not less than seventy five per cent. of the outstanding Redeemable Non-Voting Preference Shares.

(g) Share Certificates

Every holder of Redeemable Non-Voting Preference Shares shall be entitled without payment to one certificate for those shares held by him and, upon redemption of part of his holding of Redeemable Non-Voting Preference Shares, to a certificate for the balance of such holding.

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THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FIDELITY INVESTMENT SERVICES LIMITED*

(adopted by Special Resolution dated 21st July 1986)

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Regulations 24, 46, 54, 81 and 118 of Table A shall not apply to the Company; and in addition to the remaining Regulations of Table A, as varied hereby, the following shall be the Regulations of the Company. The definitions set out in Regulation 1 of Table A shall unless the context otherwise requires apply herein.

SHARES

2. The share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each ("Shares").** ***

* The name of the Company was changed from Clivecrown Limited by a Special Resolution dated 2nd May 1986.

** The share capital of the Company was increased to £50,000 by the creation of 49,900 Ordinary Shares of £1 each by an Ordinary Resolution dated 23rd June 1986.

*** The share capital of the Company was increased to £100,000 by the creation of 50,000 Ordinary Shares of £1 each by an Ordinary Resolution dated 20 November 1986.

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2A Redeemable Non-Voting Preference Shares

The Redeemable Non-Voting Preference Shares of £100 each (the Redeemable Non-Voting Preference Shares) shall have the rights and be subject to the limitations and restrictions set out below:-

(a) Income

The holders of the Redeemable Non-Voting Preference Shares shall not be entitled to any payment of dividends in respect of such shares.

(b) Capital

On a return of capital (on a winding up or otherwise, other than on a redemption or purchase by the company of any of its own shares of any class), the holders of the Redeemable Non-Voting Preference Shares shall be entitled, in priority to any payment to the holders of any other class of shares to receive an amount in respect of each Redeemable Non-Voting Preference Share equal to the nominal amount paid up on such Redeemable Non-Voting Preference Share.

(c) Voting and General Meetings

The holders of the Redeemable Non-Voting Preference Shares shall, by virtue of and in respect of their holdings of Redeemable Non-Voting Preference Shares, have the right to receive notice of and attend every general meeting of the company but, save as provided in Article 2A(f), shall not be entitled to speak or to vote at any general meeting of the company.

(d) Limitations

No Redeemable Non-Voting Preference Share shall:

- (i) confer any right to participate in the profits or assets of the company other than as set out in paragraph (b) above;
- (ii) confer any right to participate in any offer or invitation by way of rights or otherwise to subscribe for shares in the company; or
- (iii) confer any right to receive any shares credited as paid up wholly or in part by way of a capitalisation of profits or reserves.

(e) Redemption

- (i) Subject to the Companies Act 1985 (as amended), the company may, on the giving of not less than twelve months' notice in writing to the holder(s) of all the Redeemable Non-Voting Preference Shares at any time, redeem the Redeemable Non-Voting Preference Shares in whole or in part. Subject to the Companies Act 1985 (as amended), the holder(s) of all the Redeemable Non-Voting Preference Shares may, on the giving of not less than twelve months' notice in writing to the company at any time, redeem the Redeemable Non-Voting Preference Shares in whole or in part (the date on which such redemption takes effect being referred to in this Article 2A as the "Redemption Date").
- (ii) There shall be paid by 12 noon (London time) on each Redemption Date on each Redeemable Non-Voting Preference Share redeemed under sub-paragraph (i) above the amount paid up thereon.
- (iii) If any holder of any of the Redeemable Non-Voting Preference Shares to be redeemed shall fail or refuse to deliver up the certificate or certificates held at the Redemption Date or shall fail or refuse to accept payment of the redemption monies payable in respect thereof, the redemption monies payable to such holder shall be set aside and paid into a separate interest-bearing account with the company's bankers (designated for the benefit of such holder) and such setting aside shall be deemed for all purposes hereof to be a payment to such holder and all the said holder's rights as a holder of the relevant Redeemable Non-Voting Preference Shares shall cease and determine as from the date fixed for the redemption of such shares and the company shall thereby be discharged from all obligations in respect thereof and shall be entitled to remove such holder from the register of members

of the company as the holder of the relevant Redeemable Non-Voting Preference Shares. The company shall not be responsible for the safe custody of the monies so placed on deposit or for interest thereon except such interest as the said monies may earn while on deposit less any expenses incurred by the company in connection therewith.

- (iv) The receipt of the registered holder for the time being of any Redeemable Non-Voting Preference Share or in the case of joint registered holders the receipt of any of them for the monies payable on redemption thereof shall constitute an absolute discharge to the company in respect thereof.
- (v) Notwithstanding the above provisions, the company shall have the right, on the giving of not less than twelve months' notice in writing to the holder(s) of all the Redeemable Non-Voting Preference Shares at any time, to redeem all the outstanding Redeemable Non-Voting Preference Shares for indebtedness of the company with a principal amount equal to the amount paid up on the Redeemable Non-Voting Preference Shares to be redeemed. Such indebtedness shall be non-interest bearing and shall have payment terms equivalent to the then applicable redemption provisions of the Redeemable Non-Voting Preference Shares.
- (vi) Notwithstanding the foregoing, the Company shall not be obligated to redeem the Redeemable Non-Voting Preference Shares if (1) these exist in default (declared or undeclared) under any senior indebtedness of any entity which owns directly or indirectly, all of the issued share capital of the Company excluding the Redeemable Non-Voting Preference Shares or (2) such redemption would result in a default under such senior indebtedness.

(f) Further Issues and Variation of Rights

The special rights attached to the Redeemable Non-Voting Preference Shares may be varied with the consent in writing of the holder or holders of not less than seventy five per cent. of the outstanding Redeemable Non-Voting Preference Shares but not otherwise.

If at any time there are Redeemable Non-Voting Preference Shares in issue, no additional Redeemable Non-Voting Preference Shares may be issued except with the consent in writing of not less than seventy five per cent. of the outstanding Redeemable Non-Voting Preference Shares.

(g) Share Certificates

Every holder of Redeemable Non-Voting Preference Shares shall be entitled without payment to one certificate for those shares held by him and, upon redemption of part of his holding of Redeemable Non-Voting Preference Shares, to a certificate for the balance of such holding.

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3. Subject always to Article 17(2) of these Articles the Shares shall be under the control of the Directors and the Directors are unconditionally authorised for the purpose of Section 80 of the Act to allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 80(1) of the Act) of the Company to such persons and generally on such terms and in such manner as they think fit.

4. The general authority conferred by Article 3 hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the incorporation of the Company or, if later, of the date of adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.

5. The Directors shall be entitled under the general authority conferred by Article 3 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

6. Section 89(1) of the Act shall not apply to any allotment of Shares in the Company.

TRANSFER OF SHARES

7. 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 but subject always to Article 17(5) of these Articles.

GENERAL MEETINGS AND PROCEEDINGS THEREAT

8. Regulation 41 of Table A shall be read and construed as if the words "and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved" were added after the words "directors may determine."
9. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or at least by one Member entitled to vote present in person or by proxy.
10. If the Chairman so agrees an instrument of proxy may be treated as valid notwithstanding that it is received at the appropriate place less than 48 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposed to vote or, in the case of a poll less than 24 hours before the time appointed for the taking of the poll. Regulation 62 of Table A shall take effect accordingly.
11. Subject to any rights or restrictions attached to any Shares on a show of hands every member who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or being a corporation is present by a duly authorised representative or by proxy (in either case not being himself a member entitled to vote) and any member voting in accordance with Regulation 56 of Table A (other than by a person who is himself a member entitled to vote) shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

DIRECTORS

12. (1) Unless otherwise determined by ordinary resolution the number of Directors (other than Alternate Directors) shall not be subject to any maximum but shall be not less than one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles.

(2) Subject to Article 17(4) hereof the holder or holders of a majority in nominal value of the Ordinary Shares in the capital of the Company may at any time or from time to time by memorandum in writing signed by or on behalf of him or them and left at or sent to the Registered Office of the Company remove any Director from office or appoint any person to be a Director PROVIDED ALWAYS that in the event that there shall be any conflict between the provisions of any memorandum signed by or on behalf of such holder or holders and the provisions of any appointment or removal of a Director by the Parent Company pursuant to Article 17(1) hereof the provisions of such appointment or removal shall prevail.

13. No Director shall be subject to retirement by rotation or at the first annual general meeting of the Company following incorporation or the appointment of that Director. Regulations 73, 74 and 75 of Table A shall not apply and regulations 76, 78 and 79 of Table A shall be modified accordingly.

14. 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 regulations 94, 95, 96, 97 and 98 of Table A shall be modified accordingly.

By Written Resolution deemed to have been passed as a Special Resolution on 12 September 1997, Article 15 was deleted and substituted by the following new Article 15:

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 speak to and 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 group or those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

INDEMNITY

16. Subject to the provisions of and so far as may be consistent with the Act and any other relevant statute for the time being in force every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office but without prejudice to any indemnity to which he would otherwise be entitled.

PARENT COMPANY

17. Whenever Fidelity International Management Holdings Limited (hereinafter called "the Parent Company") shall be a holding company of the Company within the terms of Section 736 of the Act, the following provisions shall apply and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles :-

- (1) the Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed but so that in the case of a Managing Director his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company;
- (2) no unissued shares shall be issued or agreed to be issued or put under option without the consent of the Parent Company;
- (3) any or all powers of the Directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe;
- (4) no Director of the Company shall be appointed to the office of managing director or to any other executive or salaried office without the previous consent of the Parent Company;
- (5) the Parent Company may by notice declare that any share in the Company is held by the registered holder thereof as the nominee of the Parent Company (or in the case of a share registered in the name of a deceased or bankrupt holder was so held at the time of his death or bankruptcy) and name some other person as authorised by the Parent Company to sign transfers in the place of the holder or the deceased or bankrupt holder and the Directors shall be entitled and bound to give effect to any instrument of transfer of that share signed by the person so named as transferor in all respects as if

the instrument were signed by the registered holder of the share or by his personal representatives or by his trustee in bankruptcy and Regulation 23 of Table A shall be modified accordingly. The title of the transferee named in such instrument of transfer shall not be affected by any irregularity or invalidity in the proceedings in reference to such transfer.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any two of its directors or by any one of its directors and its secretary or some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

NAMES AND ADDRESSES OF SUBSCRIBERS

ROY C. KEEN
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NIGEL L. BLOOD
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Dated the 1st day of April 1986.

Witness to the above Signatures:-

J. JEREMY A. COWDRY
Temple Chambers
Temple Avenue
London EC4Y 0HP