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COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company****12**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies

For official use

For official use

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

[] [] [] []

2018211

Name of company

* insert full
name of Company* RATTLEBRIDGE LIMITEDI, SUNDER MANSUKHANI
of 183-185 Bermondsey Street, London, SE1 3UW† delete as
appropriate

do solemnly and sincerely declare that I am a ~~[Solicitor engaged in the formation of the company]~~†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with,
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at 88 Bilton Road,
Greenford, Middlesex UB6 7BW

Declarant to sign below

the 3rd day of MarchOne thousand nine hundred and eighty-six
before me John S. SmithA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.SmartPresenter's name address and
reference (if any):For official Use
New Companies Section

Post room



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES.

2018211



Memorandum of Association

OF

RAFFLEBRIDGE LIMITED

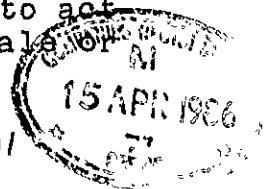
1. The name of the Company is RAFFLEBRIDGE LIMITED.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-

(A) (1) To carry on business as manufacturers, wholesalers, importers, exporters, buyers and sellers of, mail order dealers and general traders in, fancy goods and goods of all descriptions, including goods made of plastic materials, cloth, wool, worsted, silk, flax, jute, hemp, balata, wood, leather, fibrous materials, rubber, sponge, cotton, wadding; metal goods generally, clothes, furniture, electrical goods, travel goods, ivory, gold, silver, jewellery, clocks, watches, precious stones and gems, skins, furs, corn, hay, straw, hops, liquors, foods, provisions, wood and timber, coal, coke, patent fuel, oils, household goods and fittings, chemists sundries, waste goods and offal, and generally articles and goods of any kind whether manufactured or not.

(2) To carry on business as importers, exporters, buyers, sellers and mail order dealers in, and repairers and restorers of, antique furniture, coins and medals and antiques generally; stamp dealers, sculptors, picture and art dealers, auctioneers, experts and valuers and producers of works of arts.

(3) To carry on business as manufacturers, wholesalers, importers, exporters and dealers in, novelties, toys, games, puzzles, amusements and sports goods, and outfits of every description, bicycles, tricycles, scooters, children's bicycles, perambulators and printing outfits and to undertake and execute any agency or commission and to act generally as agents, factors and brokers, for the sale and purchase of goods.

N/W 001091



(B) To carry on any other business or trade which in the opinion of the directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or 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 or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof 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 and 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 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, and also by any similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be.

(F) To apply for and take out, 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 or 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.

(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 receive money on deposit or loan from and give guarantees or become security for any persons, firms or 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 acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(M) 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 the shares, stock or securities of any other company formed or to be formed.

(N) To establish, promote, finance or otherwise 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.

(O) To pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company.

(P) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.

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

(R) To establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the directors, ex-directors, 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 to and to make payments towards insurance for the benefit of such persons as aforesaid, their families, dependants or connections and to subscribe or contribute to any charitable, benevolent or useful object of a public character.

(S) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal 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.

(T) 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.

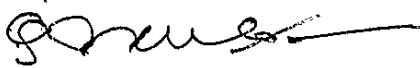

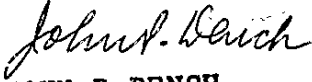

(U) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

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 the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

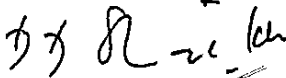
WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum, and we agree to take the number of shares shown opposite our respective names.

Names and Addresses of Subscribers	Number of shares taken by each Subscriber
 SUNDER MANSUKHANI 183-185 Bermondsey Street London SE1 3UW.	 ONE
 JOHN P DENCH 183-185 Bermondsey Street London SE1 3UW.	 ONE

DATED 3rd March

1986.

WITNESS to the above signatures :


MANZOOR M SHAIKH
183-185 Bermondsey Street
London SE1 3UW.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES.

2018211

Articles of Association

OF

RAFFLEBRIDGE LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained in Table A as prescribed pursuant to Section 8 of the Companies Act 1985 and as in force at the date of incorporation of the Company (hereinafter called "Table A") shall apply to the Company.

2. Regulations 8, 24, 64, 94, 95 and 96 of Table A shall not apply to the Company but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter contained, shall constitute the regulations of the Company. Unless the context otherwise requires words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force at the date of incorporation of the Company.

SHARES

3. The Company is a private company limited by shares and, accordingly,

- (a) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company and
- (b) any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

are prohibited.

4. The directors of the Company are authorised during the period of five years from the date of incorporation of the Company to allot, grant options over or otherwise dispose of the original shares in the capital of the Company to such persons at such times and on such conditions as they think fit subject to the provisions of Article 3 hereof and provided that no shares shall be issued at a discount.

5. Section 89(1) of the Act shall not apply to the allotment by the Company of equity securities.

LIEN

6. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether or not they are fully paid shares) standing registered in the name of any person indebted or under liability to the Company for all monies presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

TRANSFER AND TRANSMISSION

7. Save in the circumstances set out in the next succeeding Article 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.

8. Subject as hereinafter provided

- (a) any share may be transferred to a person who is already a member of the Company;
- (b) any share may be transferred by a member of the Company to any child or remoter issue, parent, brother, sister, or spouse of that member, and any share of a deceased member may be transferred by his personal representatives to any child or remoter issue, parent, brother, sister, widow, or widower of such deceased member and shares standing in the name of a deceased member or his personal representatives may be transferred to the trustees of his will; and
- (c) any share standing in the names 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.

Provided always that nothing hereinbefore in this Article contained shall prevent the directors from declining to register a transfer of a share (i) on which the Company has a lien or (ii) to any infant, bankrupt or person of unsound mind.

GENERAL MEETING

9. Every notice convening a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the auditors for the time being of the Company.

DIRECTORS

10. 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. A director shall not require any share qualification.

11. The first director or directors of the Company shall be the person or persons named as the first director or directors of the Company in the statement delivered under Section 10(2) of the Act.

ROTATION OF DIRECTORS

12. In regulation 73 of Table A, after the words "the number nearest to" shall be inserted the words "but not exceeding" and all the words after the semi-colon shall be omitted.

PROCEEDINGS OF DIRECTORS

13. A director may vote 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 the quorum present at any meeting at which any such contract or arrangement is considered.


SECRETARY


14. The first secretary of the Company shall be the person named as the first secretary of the Company in the statement delivered under Section 10(2) of the Act.

INDEMNITY

15. In addition to the indemnity contained in regulation 118 of Table A and subject to the provisions of section 310 of the Act 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 and Addresses of Subscribers


SUNDER MANSUKHANI
183-185 Bermondsey Street
London SE1 3UW.


JOHN P DENCH
183-185 Bermondsey Street
London SE1 3UW.

DATED 3rd March 1986.

WITNESS to the above signatures :


MANZOOR M SHAIKH
183-185 Bermondsey Street
London SE1 3UW.

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COMPANIES FORM No. 10

10**Statement of first directors
and secretary and intended
situation of registered office**Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

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

2018211

* Insert full name
of company

Name of company

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

183-185 Bermondsey Street		
London		
Postcode	SE1 3UW	

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

STEPHEN COX LAW SERVICES LTD		
183-185 Bermondsey Street		
London	Postcode	SE1 3UW

Number of continuation sheets attached (see note 1)

--

Presentor's name address and
reference (if any):STEPHEN COX LAW SERVICES
LTD

01-407 1982

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 (note 2) are as follows:

Please do not write in this margin

Name (note 3)		Business occupation	
SUNDER MANSUKHANI		Director	
Previous name(s) (note 3)		Nationality	
Address (note 4)		British	
183-185 Bermondsey Street		Date of birth (where applicable)	
London	Postcode SE1 3UW	(note 6)	
Other directorships †			
STEPHEN COX LAW SERVICES LTD.			
STEPHEN COX & CO. (LEGAL SERVICES) LIMITED			
STEPHEN COX & CO. (MICROFILMING) LIMITED			
SOLICITORS & GENERAL TYPEWRITING CO. LIMITED			
I consent to act as director of the company named on page 1			
Signature <i>E. Mansukhani</i>		Date 3rd March 1986	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use continuation sheet

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)	
	Postcode	(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)	
	Postcode	(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2013211

I hereby certify that

RAFFLEBRIDGE LIMITED

is this day incorporated under the Companies Act 1985 as a
private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 9TH MAY 1986


D. M. WILKIE

an authorised officer

Company No. 2018211

THE COMPANIES ACT 1985

Company Limited by Shares

Special Resolution of Rafflebridge Limited

Passed 16th July 1986

At an Extraordinary General Meeting of Rafflebridge Limited duly convened and held at 118 Chancery Lane, London WC2A 1JJ on 16th July 1986 the following resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

"That the name of the Company be changed to SAXTON BAMPFYLDE INTERNATIONAL LIMITED".

P. L. Wregh
CHAIRMAN



MESSRS C. HOARE & CO

440/013570

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 2018211
9

I hereby certify that

RAFFLEBRIDGE LIMITED

having by special resolution changed its name, is now
incorporated under the name of

SAXTON BAMPFYLDE INTERNATIONAL LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 1ST AUGUST 1986

clb. Moss.
17/08/1986

an authorised officer

4

No: 2018211

10

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SALE

SPECIAL RESOLUTION

-of-

RAFFLEBRIDGE LIMITED

(passed 18th July 1986)

At an Extraordinary General Meeting of Rafflebridge Limited duly convened and held at 118 Chancery Lane London WC2A 1JT on 18th July 1986 the following resolution was duly passed as Special Resolution

SPECIAL RESOLUTION

"That the authorised share capital of the Company be increased from £100 divided into 100 Ordinary Shares of £1 each to £1,000 divided into 1,000 Ordinary Shares of £1 each"

P. L. N. ...
Chairman/Director

24 JUL 1986

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COMPANIES FORM No. 123

Notice of increase in nominal capital

123

5027

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

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

2018211

Name of company

*

RAFFLEBRIDGE LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 18th July 1986 the nominal capital of the company has been
increased by £ 900.00 beyond the registered capital of £ 100.00.

§ the copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached. §

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

pari passu in all respects with existing Ordinary Shares of £1.

Please tick here if
continued overleaf



† delete as
appropriate

Signed

R. L. Nield

[Director][Secretary]† Date

21.7.86

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

GOULDENS
118 Chancery Lane
London WC2A 1JJ

PLN

For official Use
General Section

Post room

24 JUL 1986

PLN(399)/344079 25.7.86

Company No: 2018211

10
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

- of

SAXTON BAMPFYLDE INTERNATIONAL LIMITED

Passed 4th August 1986

At an Extraordinary General Meeting of Saxton Bampfylde International Limited duly convened and held at 118 Chancery Lane London WC2A 1JJ on 4th August 1986 the following resolutions were duly passed as Special Resolutions:-

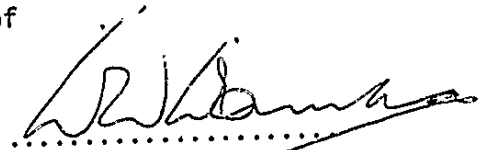
SPECIAL RESOLUTIONS

1. That the provisions of the Memorandum of Association of the Company with respect to the objects of the Company be altered by deleting Clause 3 of such Memorandum and substituting therefor the new Clause 3 set out in the printed document submitted to the Meeting and for the purpose of identification signed by the Chairman thereof.
2. That:-
 - (1) each of the 2 issued Ordinary Shares in the capital of the Company be and is hereby converted into an "B" Share of £1, each of 700 of the



unissued Ordinary Shares in the capital of the Company be and it is hereby redesignated as an "A" Share of £1, and each of the remaining 298 unissued Ordinary Shares in the capital of the Company be and it is hereby redesignated as a "B" Share of £1, such Ordinary Shares carrying the respective rights set out in the Articles of Association adopted by this Resolution;

- (2) the regulations contained in the printed document submitted to the Meeting and for the purpose of identification signed by the Chairman thereof be and they are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association thereof

A handwritten signature in black ink, appearing to read 'W. H. ...', is written over a horizontal dotted line.

Chairman

PLN(393) 344079 25.7.1986

No: 2018211

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

of

SAXTON BAMPFYLDE INTERNATIONAL LIMITED*

1. The name of the Company is SAXTON BAMPFYLDE INTERNATIONAL 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 business as recruitment and personnel consultants, business consultants, industry consultants and market research consultants; to act as intermediaries in the introduction of employees, partners, purchasers, sellers and generally to undertake and execute agencies and commissions of any kind; to advise on problems relating to the administration and organisation of industry and business and personnel working therein; to advise on the means and methods for extending, developing and improving all types of business or industries and all systems or processes relating to the production, storage, distribution, marketing and sale of goods and the rendering of services of whatever description; to engage in research into all problems relating to personnel and industrial and business management and distribution, marketing and selling; to collect, prepare and distribute information and statistics relating to any type of business or industry and to promote or propose such methods procedures or industry and to promote or propose such methods procedures and measures as may be considered desirable or beneficial; to act as agents or managers in carrying on any business concerns and undertakings and to employ experts to investigate and examine into the condition, management, prospects, value and circumstances of any business, concerns and undertakings and generally of any assets, property or rights of any kind.
- (B) 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 ancillary to any of the above businesses or the general business of the Company.

-
- * The name of the Company was changed from Rafflebridge Limited on 1st August 1986.
** As adopted by Special Resolution passed 4th August 1986.



- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interest in any lands, buildings, easements, rights, privileges, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (D) To erect, construct, lay down, enlarge, alter and maintain any buildings, works, plant and machinery, necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any monies whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by Section 736 of the Companies Act 1985) of the Company or of the Company's holding company or is otherwise associated with the Company in its business.
- (I) To make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, trade marks, licences, protections and concessions which may appear

likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

- (J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (K) To invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (P) To purchase or otherwise acquire and undertake all or any part of the business, goodwill, property, assets, liabilities and transactions of

any person, firm or company carrying on any business which this Company is authorised to carry on.

- (Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities, of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (S) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (T) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- (U) To employ advisors to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (V) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (W) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (X) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or

guaranteeing the subscription of any shares or other securities of the Company.

- (Y) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may in the opinion of the directors be for the benefit, directly or indirectly, of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in business of the Company or any such subsidiary, holding or fellow subsidiary company and to the any wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries, notwithstanding that the exercise of this power is not in the best interests of the Company, in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any subsidiary; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- (Z) To procure the Company to be registered or recognised in any part of the world.
- (AA) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, 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.
- (BB) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (CC) To do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby expressly declared that each sub-clause of this clause shall be construed independently of the other sub-clauses hereof, 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 £1,000 divided into 1000 shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise. ✓

* The share capital of the Company was increased from £100 divided into 100 shares of £1 each by Special Resolution passed 18th July 1986.

WE, subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
SUNDER MANSUKHANI 183-185 Bermondsey Street London SE1 3UW	ONE
JOHN P. DENCH 183-185 Bermondsey Street London SE1 3UW	ONE

DATED 3rd March 1986

WITNESS to the above Signatures:

MANZOOR M. SHAIKH
183-185 Bermondsey Street
London SE1 3UW

PLN(392)/344079 s1m 25.7.86

No: 2018211

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-
SAXTON BAMPFYLDE INTERNATIONAL LIMITED
(as adopted by Special Resolution passed 4th August 1986)

PRELIMINARY

1. The Company is a private company limited by shares and accordingly any offer to the public of shares in or debentures of the Company or any allotment of or agreement to allot shares in or debentures of the Company with a view to their being offered for sale to the public is prohibited. Subject as hereinafter provided and except where the same are varied by or inconsistent with these presents the Regulations contained in Table A in the Companies (Tables A-F) Regulations 1985 (as amended prior to the adoption of these Articles) (hereinafter called "Table A") shall apply to the Company.

SHARES

2. (A) The share capital of the Company at the date of adoption of these Articles is 1,000 ordinary shares of £1 each divided into 700 "A" shares of £1 each and 300 "B" shares of £1 each.

(B) The "A" shares and the "B" shares shall rank pari passu with each other in all respects.

3. (A) Subject to the provisions of these Articles the Directors are generally and unconditionally authorised to allot, agree to allot, grant options over or convert any security into or otherwise dispose of such shares or any of them at such time or times and on such terms (including time of allotment) as they think fit in the period of five years from the date of adoption of these Articles.

(B) At the expiry of such five year period, the authority contained in Article 3(A) shall expire, but such authority shall allow the Company to make an offer or agreement before the expiry of such authority which would or might require the allotment, grant of options over, conversion of any security into or other disposal of shares after the expiry of such authority, and the Directors may allot, grant options over, convert any security into or otherwise dispose of shares pursuant to any such offer or agreement as if such authority had not expired.

LIEN

4. Regulation 8 of Table A shall not apply to the Company. The Company shall have a first and paramount lien on all shares (whether fully paid or partly paid shares) standing registered in the name of any person for all monies presently payable by him or his estate to the Company whether he shall be the sole registered holder or one of several joint holders thereof. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. For the purposes of this Article a member shall be deemed to be under a liability to the Company if inter alia that member shall have failed to fulfil any

contractual obligation to the Company to advance money to the Company or to subscribe for any share or loan capital of the Company in which event the sum for which the lien shall exist, and shall be presently payable will be the amount such the member has failed so to advance or subscribe.

5. The registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) thereon.

TRANSFER AND TRANSMISSION OF SHARES

6. No transfer of a share shall be made otherwise than in accordance with the following provisions:-

- (A) A shareholder desirous of disposing of any of his shares (hereinafter called "the transferor shareholder") shall give notice in writing (hereinafter called "the transfer notice") to the Company stating the number of shares which he desires to dispose of, and the price per share at which he is prepared to sell the same.
- (B) The Company shall, within fourteen days of the receipt by it of the transfer notice, give notice in writing to each of the remaining shareholders containing the like particulars as set forth in the transfer notice, and requiring the shareholder to whom it is addressed to state in writing within fourteen days of the receipt thereof, whether or not he is willing to purchase all or any of the shares offered by the transferor shareholder at the price named in the transfer notice.

- (C) If the remaining shareholders or any of them shall within the time limit as aforesaid give notice in writing (hereinafter called "a purchase notice") to the Company of their willingness to purchase all or any of the shares offered by the transferor shareholder as aforesaid, then (subject to paragraph (E) of this Article) the transfer notice and the purchase notice shall (subject as below provided in this paragraph) constitute a binding contract as between the transferor shareholder and such remaining shareholder or shareholders to sell and purchase the shares offered and accepted as aforesaid, the Company being deemed to be the agent of the transferor shareholder to give and receive notice of offer and acceptance for such purpose. Provided that if purchase notices shall not be received within the time limit aforesaid in respect of all the shares comprised in the transfer notice, the Company shall forthwith after the expiration of the said time limit give notice in writing of that fact to the transferor shareholder, who shall be entitled within fourteen days thereafter to withdraw the transfer notice.
- (D) If a transferor shareholder after having become bound to transfer any shares to a purchaser shall make default in transferring the shares, the Directors may authorise some person to transfer the shares to the purchaser, and the Company may receive the purchase money, and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the shares, and shall hold the purchase money in trust for the transferor shareholder. The receipt of the Company for the purchase money shall be a good

discharge to the purchaser, and he shall not be bound to see to the application thereof, and after the name of purchaser has been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

- (E) If any shareholder, when agreeing to purchase the shares comprised in his purchase notice, notifies the Company that he does not accept as a fair value the price specified in the transfer notice (and also in any case in which a transfer notice is deemed under the provisions hereinafter contained to have been given) the price of the shares shall be agreed between the transferor shareholder and the purchasing shareholder within twenty one days after the name of the purchasing shareholder is notified by the Company to the transferor shareholder, or failing such agreement, shall be determined and certified by the Auditors for the time being of the Company on the basis that the price is to be the fraction relative to the number of shares comprised in the purchase notice of the value of the undertaking and net assets of the Company as a going concern on the basis that the transferor is no longer the holder of the shares comprised in the transfer notice, such person to act at the cost and expense of the Company as an expert and not as an arbitrator in so determining and certifying and his decision to be final. Upon being notified by the Company of the price so certified, the transferor shareholder may (save where the transfer notice is given or deemed to be given in accordance with the provisions of

Article 7) withdraw his transfer notice or the purchasing shareholder may withdraw his purchase notice within fourteen days, and failing any such withdrawal such price shall be deemed to be substituted for the price specified in the transfer notice, and the transfer notice and purchase notice shall constitute such a contract as is mentioned in paragraph (C) of this Article.

- (F) If purchase notices received by the Company as aforesaid shall together constitute acceptances in respect of a greater number of shares than those offered in the transfer notice, the shares so offered shall be apportioned by the Company among the shareholders so accepting as nearly as possible in proportion to the number of shares of all classes held by them respectively but so that no shareholder shall be liable to purchase a greater number of shares than he shall have expressed his willingness to purchase in his purchase notice. Any shares which cannot be apportioned without division into fractions shall be apportioned by lot among the accepting shareholders.
- (G) The Company shall within two months of the receipt by it of the transfer notice or in the case of determination of the price by some person nominated pursuant to paragraph (E) of this Article within twenty one days after the date of his certificate give notice in writing to the transferor shareholder and to each other shareholder who shall have given a purchase notice, as to the completion of the contract or contracts and particulars of apportionments (if any) made as aforesaid, and thereupon the

transferor shareholder and the accepting shareholder or shareholders shall give effect to such contract or contracts by the execution of proper transfers, the payment of the purchase price involved and the surrender by transferor shareholder of the relative share certificate or certificates.

- (H) If at the expiration of the period aforesaid any of the shares remain unsold, then, whether or not the transfer notice shall have been withdrawn under the proviso to paragraph (C) of this Article, the transferor shareholder shall (subject to paragraph I below) be at liberty at any time within six months of the date of service of the transfer notice to sell all or any of such shares to any person or persons approved by the Directors who shall be entitled to withhold their consent without assigning any reason therefore at any price not being less than the price per share specified in the transfer notice or if the price has been determined and certified pursuant to paragraph (E) of this Article then not being less than the price per share so certified, and he shall also be at liberty within the same period to give a further transfer notice (hereinafter called "the second transfer notice") specifying a price not greater than the maximum price at which he is at liberty to sell as aforesaid and thereupon all the foregoing provisions shall apply except that no recipient of the transfer notice shall be entitled to have the question of the price referred to any person.
- (I) In the event that a transfer notice is given in respect of any holding of "A" shares of the Company, no sale to a non-member

pursuant to paragraph (H) of this Article shall be approved by the Directors unless and until an offer upon the same terms as those offered to the transferor in respect of the "A" shares the subject of the transfer notice is made to the holders of all the "B" shares in respect of their shareholding of "B" shares.

(J) A transfer notice once given may not be withdrawn except as hereinbefore expressly provided.

7. In the event of the death, bankruptcy or liquidation of a shareholder or, in the event of a shareholder being a Director and/or employee of the Company ceasing to be a Director and/or employee, his personal representatives or trustee in bankruptcy or the liquidator or the holder himself, as the case may be, shall be bound forthwith to give to the Company a transfer notice in respect of all the shares registered in the name of such holder, and in default of such transfer notice being given within one month of the death or bankruptcy or liquidation or vacation of directorship or cessation of employment as the case may be, such personal representatives or such trustee in bankruptcy or such liquidator or such holder (as the case may be) shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of Article 6 shall apply accordingly.

PROCEEDINGS AT GENERAL MEETINGS

8. Regulation 46 of Table A shall be read and construed as if the words "any member" were substituted for the words "at least two members" in paragraph (b) thereof and paragraphs (c) and (d) thereof were omitted.

VOTES OF MEMBERS

9. A proxy shall be entitled to vote on a show of hands and Regulation 54 of Table A shall be modified accordingly.

10. Regulation 59 of Table A shall not apply to the Company. On a poll votes may be given either personally or by proxy or, in the case of a member being a corporation, by its duly authorised representative.

DIRECTORS

11. Regulations 64 and 73 to 80 (inclusive) of Table A shall not apply to the Company.

12. (A) The maximum number of Directors shall be ten.

(B) The holders for the time being of the majority of the "A" shares of the Company shall be entitled to appoint two Directors ("A" Directors") to the Board of the Company and (solely and to the exclusion of the other shareholders) to remove any Director so appointed and to fill the office of any Director so appointed who dies, resigns or otherwise ceases to be a Director.

(C) The holder for the time being of the majority of the "B" shares of the company shall be entitled to appoint one Director ("B" Director") to the Board of the Company and (solely and to the exclusion of the other shareholders) to remove any Director so appointed and to fill the office of any Director so appointed who dies, resigns or otherwise ceases to be a Director.

13. The last sentence of Regulation 84 of Table A shall be omitted.
14. In Regulation 85(c) of Table A there shall be inserted after the words "interest or benefit" the words "unless the Company by ordinary resolution otherwise directs".

ALTERNATE DIRECTORS

15. The last sentence of Regulation 66 of Table A shall be omitted.

POWERS AND DUTIES OF DIRECTORS

16. Subject to a Director complying with the provisions of Section 317 of the Act, he shall be entitled to vote at a meeting of Directors in respect of any contract or arrangement in which he is interested and if he does so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present. Regulation 94 of Table A shall be construed accordingly.

PROCEEDINGS OF DIRECTORS

17. Notices of meetings of Directors shall be given to all Directors and to any alternate Directors appointed by them. In regulation 88 of Table A the words commencing "It shall not be necessary" and terminating "absent from the United Kingdom" shall be omitted.

NOTICES

18. In Regulation 112 of Table A the words "and who gives to the Company an address within the United Kingdom at which notices may be given to him" and the words "but otherwise no such member shall be entitled to receive any notice from the Company" shall be omitted.

19. In Regulation 116 of Table A the words "within the United Kingdom" shall be omitted.

WINDING UP

20. In Regulation 117 of Table A there shall be inserted before the words "determine how the division" the words "with the like sanction".

INDEMNITY

21. Regulation 118 of Table A shall not apply to the Company. Every person who is or has been a Director, Managing Director, Agent, Auditor, Secretary or other officer of the Company shall be indemnified out of the assets of the Company against all losses or

liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act, in which relief is granted to him by the Court, and no such person shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect to the extent that it is not avoided by Section 310 of the Act.

NAMES AND ADDRESSES OF SUBSCRIBERS

SUNDER MANSUKHANI
183-185 Bermondsey Street
London SE1 3UW

JOHN P. DENCH
183-185 Bermondsey Street
London SE1 3UW

DATED 3rd March 1986.

WITNESS to the above signatures:

MANZOOR M. SHAIKH
183-185 Bermondsey Street
London SE1 3UW

G

COMPANIES FORM No. 225(1)

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

225(1)

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

--	--	--

2018211

Name of company

SAXTON BAMFYDE INTERNATIONAL LIMITED

* insert full name of company

gives notice 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

Day Month

3	0	0	9
---	---	---	---

Note
Please read notes 1 to 4 overleaf before completing this form

The current accounting reference period of the company is to be treated as [shortened][extended]† and [is to be treated as having come to an end][will come to an end]† on

Day Month Year

3	0	0	9	1	9	8	7
---	---	---	---	---	---	---	---

† delete as 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 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of Not applicable

_____, company number _____

the accounting reference date of which is _____

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on Not applicable and it is still in force

Signed

Designation†

Company Secretary

Date 11 Dec 1987

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

For official Use
General Section

Post room

‡ Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

NO: 2018211

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS
OF
SAXTON BAMPFYLDE INTERNATIONAL LIMITED

passed 26th April 1989

At an Extraordinary General Meeting of the above Company duly convened and held on the 26th day of April 1989 the following Resolutions were duly passed as Special Resolutions of the Company:

SPECIAL RESOLUTIONS

- 1.1 THAT the directors' and auditors' reports, balance sheet and profit and loss account for the year ended 30th September 1988 be and they are hereby approved.
- 1.2 THAT the Company be re-registered as a Public Limited Company under the Companies Act 1985;
- 1.3 THAT the name of the Company be and is hereby changed to "Saxton Bampfylde International p.l.c."

1.4 THAT the share capital of the Company be and is hereby increased to £50,000.00 by the creation of 34,300 "A" shares of £1 each and 14,700 "B" shares of £1 each.

1.5 That the sum of £49,000 (being as to £9,000, the amount standing to the credit of the share premium account of the Company and as to the balance the amount standing to the credit of the profit and loss account of the Company) be capitalised and applied in paying up in full at par 34,300 unissued "A" shares of £1 each in the capital of the Company and 14,700 "unissued B" shares of £1 each in the capital of the Company to be allotted and distributed credited as fully paid up to and amongst the persons who immediately prior to the holding of this meeting were registered as holders of "A" shares and "B" shares in the capital of the Company in proportion to their respective holdings of such "A" shares and "B" shares.

1.6 THAT the Directors be and are hereby empowered pursuant to Section 95(1) of the Companies Act 1985 ("the Act") to allot the said 34,300 'A' shares and the said 14,700 'B' shares as if Section 89 (1) did not apply to such allotment.

1.7 THAT the provisions of the Memorandum of Association of the Company be altered as follows:-

1.7.1 by deletion of the existing clause 1 and substituting therefor the following new clause:-

"1. The name of the Company is
Saxton Bampfylde International
p.l.c."

1.7.2 by the insertion after clause 1 of
the following new clause:-

"2. The Company is a Public
Company"

1.7.3 by re-numbering clauses 2,3,4 and 5
as clauses 3,4,5 and 6.

1.8 THAT the existing Articles of Association of
the Company be and are hereby cancelled and
in substitution therefor the Articles of
Association of which a print is laid on the
table and is initialled by the Chairman for
identification be and are hereby adopted as
the Articles of Association of the Company.

.....*A. Bampfylde*.....
Chairman



COMPANIES FORM No. 43(3)

**Application by a private
company for re-registration
as a public company**

43(3)

Please do not
write in
this margin

Pursuant to section 43(3) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

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

2018211

Name of company

* insert existing full
name of company

* SAXTON BAMPFYLDE INTERNATIONAL LIMITED

o insert full name of
company amended
to make it appropriate
for this company as
a public limited
company

applies to be re-registered as a public company by the name of o Saxton Bampfylde
International p.l.c.

and for that purpose delivers the following documents for registration:

- 1 Declaration made by a director or the secretary in accordance with section 43(3)(e) of the above Act (on Form No 43(3)(e))
- 2 Printed copy of memorandum and articles as altered in pursuance of the special resolution under section 43(1)(a) of the above Act.
- 3 Copy of auditors written statement in accordance with section 43(3)(b) of the above Act
- 4 Copy of relevant balance sheet and of auditors unqualified report on it

5 delete if section 44
of the Act does not
apply

~~[5 Copy of any valuation report.]5~~

† delete as
appropriate

Signed

S. Bampfylde

[Director][Secretary]† Date

26th April 1989.

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

TARLO LYONS RANDALL ROSE
High Holborn House,
52/54 High Holborn,
London WC1V 6RU

Ref: DP/183980

For official Use
General Section

Post room

MB £50

0166AS

28 APR 1989

£50

2018211

AKB

S.B.

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

SAXTON BAMPFYLDE INTERNATIONAL
p.l.c.
(as altered by Special Resolution
dated 26th April 1989)

Tarlo Lyons Randall Rose
High Holborn House
52-54 High Holborn
London WC1V 6RU

DP/104922/26.04.89

2018211
100

NO. 2018211

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

SAXTON BAMPFYLDE INTERNATIONAL
p.l.c.*
(as altered by Special Resolution
dated 26th April 1989)

1. The name of the Company is SAXTON BAMPFYLDE INTERNATIONAL p.l.c.*
2. The Company is a Public Company
3. The registered office of the Company is situated in England.
- *4. The objects for which the Company is established are:-

(A) To carry on business as recruitment and personnel consultants, business consultants,

*The name of the Company was changed to Saxton Bampfylde International Limited from Rafflebridge Limited by a Special Resolution passed on 1st August 1986 and was changed to Saxton Bampfylde International p.l.c. by Special Resolution passed on 26th April 1989.

industry consultants and market research consultants; to act as intermediaries in the introduction of employees, partners, purchasers, sellers and generally to undertake and execute agencies and commissions of any kind; to advise on problems relating to the administration and organisation of industry and business and personnel working therein; to advise on the means and methods for extending, developing and improving all types of business or industries and all systems or processes relating to the production, storage, distribution, marketing and sale of goods and the rendering of services of whatever description; to engage in research into all problems relating to personnel and industrial and business management and distribution, marketing and selling; to collect, prepare and distribute information and statistics relating to any type of business or industry and to promote or propose such methods procedures or industry and to promote or propose such methods procedures and measures as may be considered desirable or beneficial; to act as agents or managers in carrying on any business concerns and undertakings and to employ experts to investigate and examine into the condition, management, prospects, value and circumstances of any business, concerns and undertakings and generally of any assets, property or rights of any kind.

- (B) 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 ancillary to any of the above businesses or the general business of the Company.

- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interest in any lands, buildings, easements, rights, privileges, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (D) To erect, construct, lay down, enlarge, alter and maintain any buildings, works, plant and machinery, necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

- (G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any monies whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or subsidiary (both as defined by Section 736 of the Companies Act 1985) of the Company or of the Company's holding company or is otherwise associated with the Company in its business.

- (I) To make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, trade marks, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (K) To invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

- (M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares stock or securities of and to subsidise or otherwise assist any such company.
- (O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly

the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or other obligations of any such company.

- (P) To purchase or otherwise acquire and undertake all or any part of the business, goodwill, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities, of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- (S) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (T) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- (U) To employ advisors to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (V) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (W) To remunerate any person, firm or company rendering services to the Company either by

cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be though expedient.

(X) To pay all or any expenses incurred in connection with: the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(Y) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may in the opinion of the directors be for the benefit, directly or indirectly, of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in business of the Company or any such subsidiary, holding or fellow subsidiary company and to any wives, widows, children and other

relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries, notwithstanding that the exercise of this power is not in the best interests of the Company, in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any subsidiary; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

- (Z) To procure the Company to be registered or recognised in any part of the world.
- (AA) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, 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.
- (BB) To do all or any of the above things in any part of the world, and either as principals,

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

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

It is hereby expressly declared that each sub-clause of this clause shall be construed independently of the other sub-clauses hereof, 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.

5. The liability of the Members is limited.
6. The share capital of the Company is £50,000 divided into 35,000 'A' shares of £1 each and 15,000 'B' shares of £1 each.*

*The share capital of the Company was increased from £100 divided into 100 ordinary shares of £1 each to £1,000 divided into 1,000 Ordinary shares of £1 each by Special Resolution dated 18th July 1986; By Special Resolution dated 4th August 1986 the share capital was converted and divided into 700 "A" shares of £1 each and 300 "B" shares of £1 each. By Special Resolution dated 26th April 1989 the share capital was increased by £49,000 divided into 34,300 "A" shares of £1 each and 15,000 "B" shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum and we agree to take the number of shares shown opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Number of shares taken by each Subscriber
Sunde-Mansukhahi 183-185 Bermondsey Street London SE1 3UW	One
John P Dench 183-185 Bermondsey Street London SE1 3UW	One
Total shares taken	Two

Dated 3rd March 1986

Witness to the above Signatures,

Manzour M. Shaikh
183-185 Bermondsey Street
London SE1 3UW

2018211

18/11/88
S.B.

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

SAXTON BAMPFYLDE INTERNATIONAL
p.l.c.
(as altered by Special Resolution
dated 26th April 1989)

Tarlo Lyons Randall Rose
High Holborn House
52-54 High Holborn
London WC1V 6RU

DP/104922/26.04.89

THE COMPANIES ACT 1985
PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

-of-

SAXTON BAMPFYLDE INTERNATIONAL p.l.c.
(as adopted by Special Resolution passed April 1989)

PRELIMINARY

- 1.1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the Company except insofar as they are excluded or varied by these Articles.
- 1.2 Expressions defined in regulation 1 of Table A shall where the context admits bear in these Articles the meanings so defined.

SHARES

2. (A) The share capital of the Company at the date of adoption of these Articles is £50,000 divided into 35,000 "A" shares of £1 each and 15,000 "B" shares of £1 each.

(B) The "A" shares and the "B" shares shall rank pari passu with each other in all respects.
3. (A) Subject to the provisions of these Articles the Directors are generally and unconditionally authorised to allot, agree to allot, grant options over or convert any security into or otherwise dispose of such shares or any of them at such time or times and on such terms (including time of

allotment) as they think fit in the period of five years from the date of adoption of these Articles.

- (B) At the expiry of such five year period, the authority contained in Article 3(A) shall expire, but such authority shall allow the Company to make an offer or agreement before the expiry of such authority which would or might require the allotment, grant of options over, conversion of any security into or other disposal of shares after the expiry of such authority, and the Directors may allot, grant options over, convert any security into or otherwise dispose of shares pursuant to any such offer or agreement as if such authority had not expired.

LIEN

4. Regulation 8 of Table A shall not apply to the Company. The Company shall have a first and paramount lien on all shares (not being fully paid shares) standing registered in the name of any person for all monies presently payable or not by him or his estate to the Company whether he shall be the sole registered holder or one of several joint holders thereof. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. For the purposes of this Article a member shall be deemed to be under a liability to the Company if inter alia that member shall have failed to fulfil any contractual obligation to the Company to advance money to the Company or to subscribe for any share or loan capital of the Company in which event the sum for which the lien shall exist and shall be presently payable will be the amount such the member has failed so to advance or subscribe.

5. The registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) thereon.

TRANSFER AND TRANSMISSION OF SHARES

6. No transfer of a share shall be made otherwise than in accordance with the following provisions:-

- (A) A shareholder desirous of disposing of any of his shares (hereinafter called "the transferor shareholder") shall give notice in writing (hereinafter called "the transfer notice") to the Company stating the number of shares which he desires to dispose of, and the price per share at which he is prepared to sell the same.
- (B) The Company shall, within fourteen days of the receipt by it of the transfer notice, give notice in writing to each of the remaining shareholders containing the like particulars as set forth in the transfer notice, and requiring the shareholder to whom it is addressed to state in writing within fourteen days of the receipt thereof, whether or not he is willing to purchase all or any of the shares offered by the transferor shareholder at the price named in the transfer notice.
- (C) If the remaining shareholders or any of them shall within the time limit as aforesaid give notice in writing (hereinafter called "a purchase notice") to the Company of their willingness to purchase all or any of the shares offered by the transferor shareholder

as aforesaid, then (subject to paragraph (E) of this Article) the transfer notice and the purchase notice shall (subject as below provided in this paragraph) constitute a binding contract as between the transferor shareholder and such remaining shareholder or shareholders to sell and purchase the shares offered and accepted as aforesaid, the Company being deemed to be the agent of the transferor shareholder to give and receive notice of offer and acceptance for such purpose. Provided that if purchase notices shall not be received within the time limit aforesaid in respect of all the shares comprised in the transfer notice, the Company shall forthwith after the expiration of the said time limit give notice in writing of that fact to the transferor shareholder, who shall be entitled within fourteen days thereafter to withdraw the transfer notice.

- (D) If a transferor shareholder after having become bound to transfer any shares to a purchaser shall make default in transferring the shares, the Directors may authorise some person to transfer the shares to the purchaser, and the Company may receive the purchase money, and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the shares, and shall hold the purchase money in trust for the transferor shareholder. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and he shall not be bound to see to the application thereof, and after the name of the purchaser has been entered in the register in

purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

- (E) If any shareholder, when agreeing to purchase shares comprised in his purchase notice, notifies the Company that he does not accept as a fair value the price specified in the transfer notice (and also in any case in which a transfer notice is deemed under the provisions hereinafter contained to have been given) the price of the shares shall be agreed between the transferor shareholder and the purchasing shareholder within twenty one days after the name of the purchasing shareholder is notified by the Company to the transferor shareholder, or failing such agreement, shall be determined and certified by the Auditors for the time being of the Company on the basis that the price is to be the fraction relative to the number of shares comprised in the purchase notice of the value of the undertaking and net assets of the Company as a going concern on the basis that the transferor is no longer the holder of the shares comprised in the transfer notice, such person to act at the cost and expense of the Company as an expert and not as an arbitrator in so determining and certifying and his decision to be final. Upon being notified by the Company of the price so certified, the transferor shareholder may (save where the transfer notice is given or deemed to be given in accordance with the provisions of Article 7) withdraw his transfer notice or the purchasing shareholder may withdraw his

purchase notice within fourteen days, and failing any such withdrawal such price shall be deemed to be substituted for the price specified in the transfer notice, and the transfer notice and purchase notice shall constitute such a contract as is mentioned in paragraph (C) of this Article.

(F) If purchase notices received by the Company as aforesaid shall together constitute acceptances in respect of a greater number of shares than those offered in the transfer notice, the shares so offered shall be apportioned by the Company among the shareholders so accepting as nearly as possible in proportion to the number of shares of all classes held by them respectively but so that no shareholder shall be liable to purchase a greater number of shares than he shall have expressed his willingness to purchase in his purchase notice. Any shares which cannot be apportioned without division into fractions shall be apportioned by lot among the accepting shareholders.

(G) The Company shall within two months of the receipt by it of the transfer notice or in the case of determination of the price by some person nominated pursuant to paragraph (E) of this Article within twenty one days after the date of his certificate give notice in writing to the transferor shareholder to each other shareholder who shall have given a purchase notice, as to the completion of the contract or contracts and particulars of apportionments (if any) made as aforesaid, and thereupon the

transferor shareholder and the accepting shareholder or shareholders shall give effect to such contract or contracts by the execution of proper transfers, the payment of the purchase price involved and the surrender by transferor shareholder of the relative share certificate or certificates.

- (H) If at the expiration of the period aforesaid any of the shares remain unsold, then, whether or not the transfer notice shall have been withdrawn under the proviso to paragraph (C) of this Article, the transferor shareholder shall (subject to paragraph I below) be at liberty at any time within six months of the date of service of the transfer notice to sell all or any of such shares to any person or persons approved by the Directors who shall be entitled to withhold their consent without assigning any reason therefor at any price not being less than the price per share specified in the transfer notice or if the price has been determined and certified pursuant to paragraph (E) of this Article then not being less than the price per share so certified, and he shall also be at liberty within the same period to give a further transfer notice (hereinafter called "the second transfer notice") specifying a price not greater than the maximum price at which he is at liberty to sell as aforesaid and thereupon all the foregoing provisions shall apply except that no recipient of the transfer notice shall be entitled to have the question of the price referred to any person.

(I) In the event that a transfer notice is given in respect of any holding of "A" shares of the Company, no sale to a non-member pursuant to paragraph (H) of this Article shall be approved by the Directors unless and until an offer upon the same terms as those offered to the transferor in respect of the "A" shares the subject of the transfer notice is made to the holders of all the "B" shares in respect of their shareholding of "B" shares.

(J) A transfer notice once given may not be withdrawn except as hereinbefore expressly provided.

7. In the event of the death, bankruptcy or liquidation of a shareholder or, in the event of a shareholder being a Director and/or employee of the Company ceasing to be a Director and/or employee. His personal representatives or trustee in bankruptcy or the liquidator or the holder himself, as the case may be, shall be bound forthwith to give to the Company a transfer notice in respect of all the shares registered in the name of such holder, and in default of such transfer notice being given within one month of the death or bankruptcy or liquidation or vacation of directorship or cessation of employment as the case may be, such personal representatives or such trustee in bankruptcy or such liquidator or such holder (as the case may be) shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of Article 6 shall apply accordingly.

PROCEEDINGS AT GENERAL MEETINGS

8. Regulation 46 of Table A shall be read and construed as if the words "any member" were substituted for the words "at least two members" in paragraph (b) thereof and paragraphs (c) and (d) thereof were omitted.

VOTES OF MEMBERS

9. A proxy shall be entitled to vote on a show of hands and Regulation 54 of Table A shall be modified accordingly.
10. Regulation 59 of Table A shall not apply to the Company. On a poll votes may be given either personally or by proxy or, in the case of a member being a corporation, by its duly authorised representative.

DIRECTORS

11. Regulations 64 and 73 to 80 (inclusive) of Table A shall not apply to the Company.
12. (A) The maximum number of Directors shall be ten.

(B) The holders for the time being of the majority of the "A" shares of the Company shall be entitled to appoint two Directors ("A" Directors) to the Board of the Company and (solely and to the exclusion of the other shareholders) to remove any Director so appointed and to fill the office of any Director so appointed who dies, resigns or otherwise ceases to be a Director.

(C) The holder for the time being of the majority of the "B" shares of the Company shall be entitled to appoint one Director ("B" Director") to the Board of the Company and (solely and to the exclusion of the other shareholders) to remove any Director so appointed and to fill the office of any Director so appointed who dies, resigns or otherwise ceases to be a Director.

13. The last sentence of Regulation 84 of Table A shall be omitted.
14. In Regulation 85(C) of Table A there shall be inserted after the words "interest or benefit" the words "unless the Company by ordinary resolution otherwise directs".

ALTERNATE DIRECTORS

15. The last sentence of Regulation 66 of Table A shall be omitted.

POWERS AND DUTIES OF DIRECTORS

16. Subject to a Director complying with the provisions of Section 317 of the Act, he shall be entitled to vote at a meeting of Directors in respect of any contract or arrangement in which he is interested and if he does so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present. Regulation 94 of Table A shall be construed accordingly.

BORROWING POWERS OF DIRECTORS

- 17.1 Subject as provided by this regulation the directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether as primary or collateral security for any debt, liability or obligation of the Company or any other party.
- 17.2 The Directors shall so restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries as to secure (so far as by such exercise they can secure) that the aggregate amount for the time being remaining undischarged of all sums borrowed by the Company and its subsidiaries (exclusive of sums borrowed from or owing to the Company or any such subsidiary) shall not at any time exceed an amount equal to [twice] the share capital and consolidated reserves (as defined by this resolution) without the previous sanction of an ordinary resolution of the Company in general meeting.
- 17.3 For the purposes of this regulation "the share capital and consolidated reserves" means the aggregate amount of the paid-up share capital of the Company plus the amount of the consolidated capital and revenue reserves (including any share premium account or capital redemption reserve) and any credit balance on the consolidated profit and loss account after deducting (a) any debit balance on that account and (b) any amounts attributable to shareholders other than the Company and its subsidiaries, all as shown in the latest audited consolidated balance sheet of the Company and its subsidiaries, but

17.3:1 adjusted so as to reflect any issue of shares or other variation in the paid-up share capital or share premium account of the Company since the date of the balance sheet and any distributions made from such reserves or profit and loss account since that date; and

17.3:2 excluding any sums set aside for taxation, any share capital or reserves resulting from writing up [after the adoption of these articles] the book values of the assets of the Company or any subsidiary, and any intangible assets.

17.4 For the purposes of this regulation sums owing on debentures issued for a consideration other than cash shall be deemed to be borrowed, and the giving of a guarantee shall be deemed a borrowing of an amount equal to the maximum liability under the guarantee.

17.5 No person dealing with the Company or any of its subsidiaries shall by reason of the foregoing provisions be concerned to see or inquire whether the limit imposed by this regulation is observed, and no debt incurred or security given in excess of that limit shall be invalid unless he had express notice at the time when the debt was incurred or the security was given that the limit had been or would by that action be exceeded.

PROCEEDINGS OF DIRECTORS

18. Notices of meetings of Directors shall be given to all Directors and to any alternate Directors appointed by them. In regulation 88 of Table A the

words commencing "It shall not be necessary" and terminating "absent from the United Kingdom" shall be omitted.

SECRETARY

19. Regulation 99 of Table A shall not apply. The secretary shall be appointed by the Directors, for such period and on such terms as to remuneration and otherwise as they may think fit; and any secretary so appointed may (subject to the terms of any contract between him and the Company) be removed by the Directors from office.
20. In Regulation 112 of Table A the words "and who gives to the Company an address within the United Kingdom at which notices may be given to him" and the words "but otherwise no such member shall be entitled to receive any notice from the Company" shall be omitted.
21. In Regulation 116 of Table A the words "within the United Kingdom" shall be omitted.

WINDING UP

22. In Regulation 117 of Table A there shall be inserted before the words "determine how the division" the words "with the like sanction".

INDEMNITY

23. Regulation 118 of Table A shall not apply to the Company. Every person who is or has been a Director, Managing Director, Agent, Auditor, Secretary or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may

sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act, in which relief is granted to him by the Court, and no such person shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect to the extent that it is not avoided by Section 310 of the Act.

NAMES AND ADDRESSES OF SUBSCRIBERS

SUNDER MANSUKHANI
183-185 Bermondsey Street
London SE1 3UW

JOHN P. DENCH
183-185 Bermondsey Street
London SE1 3UW

DATED 3rd March 1986.

WITNESS to the above signatures:

MANZOOR M. SHAIKH
183-185 Bermondsey Street
London SE1 3UW

DP/105000/18.04.89

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SAXTON BAMPFYLDE INTERNATIONAL LIMITED
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ACCOUNTS -- 30 SEPTEMBER 1988

TOGETHER WITH DIRECTORS' AND AUDITORS' REPORTS

2018211

SAXTON BAMPFYLDE INTERNATIONAL LIMITED

DIRECTORS' REPORT

FOR THE YEAR ENDED 30 SEPTEMBER 1988

The directors present their annual report on the affairs of the company together with the accounts and auditors' report for the year ended 30 September 1988.

PRINCIPAL ACTIVITY AND BUSINESS REVIEW:

The principal activity of the company continues to be that of management consultants. During the year the company expanded into the area of management coaching and psychological assessment in addition to the activity of executive search.

The executive search division has had an excellent year. The management coaching division has developed successfully and traded profitably. As a result turnover increased by 24% to £1,099,186 over the first period of trading.

International links were further extended by setting up associate relationships with similar firms in Scandinavia and France.

The directors aim to maintain the management policies which have resulted in the company's substantial growth since commencement of business and to further expand all divisions and international links.

RESULTS AND DIVIDENDS:

The results for the year ended 30 September 1988 are set out in the profit and loss Account on page 4. The directors do not recommend a dividend.

DIRECTORS' REPORT (Continued)

DIRECTORS AND THEIR INTERESTS:

The directors who served during the year are listed below:

	At 30 September 1988 Ordinary Shares	At 30 September 1987 Ordinary Shares
A.N.S. Saxton	350 'A' Shares	350 'A' Shares
S.J. Bampfylde	350 'A' Shares	350 'A' Shares
D. Stevenson	152 'B' Shares	152 'B' Shares

CLOSE COMPANY STATUS:

The company is a close company within the meaning of the Income and Corporation Taxes Act 1988.

FIXED ASSETS:

Changes in fixed assets during the year are summarised in note 7 to the accounts.

SUBSEQUENT EVENTS:

On 31 January 1989, the company acquired a 27 year lease over new premises in Central London. The lease premium paid was £105,000 and the annual rental amounts to approximately £43,000 per annum, with the first review after three years. The lease of the company's former premises has been successfully assigned.

CHARITABLE CONTRIBUTIONS:

The company contributed £15,550 to charities during the year.

AUDITORS:

The directors will place a resolution before the annual general meeting to re-appoint Arthur Andersen & Co. as auditors for the ensuing year.

BY ORDER OF THE BOARD

35 Old Queen Street
London
SW1H 9JB


S.J. Bampfylde
Secretary

19 April 1989

ARTHUR ANDERSEN & Co.

ABBOTS HOUSE • ABBEY STREET
READING RG1 3BD

To the Members of SAXTON BAMPFYLDE INTERNATIONAL LIMITED:

We have audited the accounts on pages 4 to 12 in accordance with approved Auditing Standards.

In our opinion, the accounts, which have been prepared under the historical cost convention, give a true and fair view of the state of affairs of the company at 30 September 1988 and of its profit and source and application of funds for the year then ended, and comply with the Companies Act 1985.

Arthur Andersen & Co.

19 April 1989

SAXTON BAMPFYLDE INTERNATIONAL LIMITED

PROFIT AND LOSS ACCOUNT

FOR THE YEAR ENDED 30 SEPTEMBER 1988

	<u>Notes</u>	<u>1988</u>	<u>1987</u> (55 weeks)
TURNOVER	1&2	£1,099,186	£ 886,139
Administrative expenses		(1,076,955)	(733,977)
OPERATING PROFIT		22,231	152,162
Interest receivable		7,110	6,020
Interest payable	3	(5,626)	(850)
PROFIT ON ORDINARY ACTIVITIES BEFORE TAXATION	4	23,715	157,332
Tax on profit on ordinary activities	6	(11,711)	(70,000)
RETAINED PROFIT FOR THE YEAR		12,004	87,332
Retained profit brought forward		87,332	-
Retained profit carried forward		£ 99,336	£ 87,332

The accompanying notes are an integral part of this profit and loss account.

SAXTON BAMPFYLDE INTERNATIONAL LIMITED

BALANCE SHEET -- 30 SEPTEMBER 1988

	<u>Notes</u>	<u>1988</u>	<u>1987</u>
FIXED ASSETS			
Tangible assets	7	£ 118,595	£ 143,673
CURRENT ASSETS			
Debtors	8	456,973	219,964
Cash at bank and in hand		107,042	122,839
		564,015	342,803
CREDITORS: Amounts falling due within one year	9	(543,814)	(351,179)
NET CURRENT ASSETS/(LIABILITIES)		20,201	(8,376)
TOTAL ASSETS LESS CURRENT LIABILITIES		138,796	135,297
CREDITORS: Amounts falling due after more than one year	10	(29,460)	(37,965)
		£ 109,336	£ 97,332
CAPITAL AND RESERVES			
Called-up share capital	11	£ 1,000	£ 1,000
Share premium account		9,000	9,000
Profit and loss account		99,336	87,332
		£ 109,336	£ 97,332

SIGNED ON BEHALF OF THE BOARD ON 19 APRIL 1989

A. Saxton)
) Directors
 S. Bampfylde)

A. Saxton
S. Bampfylde

The accompanying notes are an integral part of this balance sheet.

SAXTON BAMPFYLDE INTERNATIONAL LIMITED

STATEMENT OF SOURCE AND APPLICATION OF FUNDS

FOR THE YEAR ENDED 30 SEPTEMBER 1988

	<u>1988</u>	<u>1987</u>
SOURCE OF FUNDS		
Retained profit for the year	£ 12,004	£ 87,332
Add items not involving the movement of funds		
- depreciation	50,803	31,363
- loss on disposal of tangible fixed assets	-	2,400
	-----	-----
Total funds from operations	62,807	121,095
Funds from other sources-		
Proceeds of share issue	-	10,000
Proceeds from disposal of tangible fixed assets	-	7,400
Loans from lessors	-	43,848
Decrease in net current assets as shown below	-	2,493
	-----	-----
	£ 62,807	£ 184,836
	=====	=====
APPLICATION OF FUNDS		
Purchase of tangible fixed assets	£ 25,725	£ 129,328
Acquisition of assets under finance leases	-	55,508
Repayment of loans from lessors	7,804	-
Increase in net current assets as shown below	29,278	-
	-----	-----
	£ 62,807	£ 184,836
	=====	=====
INCREASE (DECREASE) IN NET CURRENT ASSETS		
Debtors	£ 237,009	£ 219,964
Creditors	(191,934)	(345,296)
	-----	-----
	45,075	(125,332)
Movement in net liquid funds		
- cash at bank and in hand	(15,797)	122,839
	-----	-----
	£ 29,278	£ 2,493
	=====	=====

The accompanying notes are an integral part of this statement.

SAXTON BAMPFYLDE INTERNATIONAL LIMITED

NOTES TO ACCOUNTS -- 30 SEPTEMBER 1988

1. STATEMENT OF ACCOUNTING POLICIES:

a) Basis of accounting

The accounts are prepared under the historical cost convention.

b) Turnover

Turnover represents fees invoiced for services provided, together with related recoverable expenses, net of value added tax. Fees and their related recoverable expenses are credited to the profit and loss Account on the basis of the work done.

c) Tangible fixed assets

Depreciation is provided on all tangible fixed assets at rates calculated to write off the cost less estimated residual value of each asset on a straight line basis over its expected useful life, as follows:

Office furniture and equipment	- 7 years (15% cost per annum)
Computer equipment	- 3 years (33.1/3% per annum)
Motor vehicles	- 4 years (25% per annum)

Leased assets are depreciated over the shorter of the lease term and their useful lives.

d) Taxation

Corporation tax payable is provided on taxable profits at the current rate.

Deferred taxation (which arises from differences in the timing of the recognition of items, principally depreciation, in the accounts and by the tax authorities) has been calculated on the liability method. Deferred tax is provided on timing differences which will probably reverse, at the rates of tax likely to be in force at the time of reversal. Deferred tax is not provided on timing differences which, in the opinion of the directors, will probably not reverse.

NOTES TO ACCOUNTS (Continued)

1. STATEMENT OF ACCOUNTING POLICIES (Continued):

e) Foreign currency

Transactions in foreign currencies are recorded at actual exchange rates as of the date of the transaction.

Monetary assets and liabilities denominated in foreign currencies are translated at the rate of exchange prevailing at the year-end.

Any gain or loss arising from a change in exchange rates subsequent to the date of the transaction is included as an exchange gain or loss in the profit and loss account.

f) Leases

Assets held under finance leases are initially reported at the fair value of the asset, with an equivalent liability categorised as appropriate under creditors due within or after one year. The asset is depreciated over the shorter of the lease term and its useful economic life. Finance charges are allocated to accounting periods over the return on the outstanding balance. Rentals are apportioned between finance charges and reduction of the liability and allocated to other operating expenses as appropriate.

2. TURNOVER:

The turnover and pre-tax profit is attributable to one activity, that of management consultancy. The analysis of turnover by geographical market has been omitted.

3. INTEREST PAYABLE:

	<u>1988</u>	<u>1987</u> (55 weeks)
Bank overdraft	£ -	£ 33
Finance charges payable under finance leases	5,626	817
	-----	-----
	£ 5,626	£ 850
	=====	=====

NOTES TO ACCOUNTS (Continued)

4. PROFIT ON ORDINARY ACTIVITIES BEFORE TAXATION:

This is stated after charging-

	<u>1988</u>	<u>1987</u> (55 weeks)
Staff costs (see below)	£ 464,303	£ 325,035
Auditors' remuneration	5,500	3,000
Depreciation of owned assets	32,300	28,279
Depreciation of assets held under finance leases	18,503	3,084
	=====	=====

5. STAFF COSTS:

Particulars of employees (including directors) are as shown below. Employee costs during the year amounted to-

	<u>1988</u>	<u>1987</u> (55 weeks)
Salaries	£ 420,855	£ 298,463
Social security costs	43,448	26,572
	-----	-----
	£ 464,303	£ 325,035
	=====	=====

The average weekly number of employees during the period was 9 (1987 - 5), all in office management.

Directors' remuneration

Directors of the company received the following remuneration-

	<u>1988</u>	<u>1987</u> (55 weeks)
Fees as directors	£ -	£ 115,341
Emoluments for management services	279,304	109,917
	-----	-----
	£ 279,304	£ 225,258
	=====	=====

The Chairman's emoluments were £141,818 (1987 - £115,341). The emoluments of the other directors fell within the following ranges-

	<u>1988</u>	<u>1987</u>
£Nil - £ 5,000	1	1
£105,001 - £110,000	-	1
£135,001 - £140,000	1	-

NOTES TO ACCOUNTS (Continued)

5. STAFF COSTS (Continued):

Higher paid employees

Employees of the company, other than directors whose duties were wholly or mainly discharged in the United Kingdom received remuneration in the following ranges:

	<u>1988</u>	<u>1987</u>
£30,000 - £35,000	1	-

6. TAX ON PROFIT ON ORDINARY ACTIVITIES:

The tax charge is based on the profit for the year and comprises-

	<u>1988</u>	<u>1987</u> (55 weeks)
Corporation tax at 25% (1987 - 35%)	£ 25,000	£ 70,000
Adjustment of current taxation in respect of prior year	(13,289)	-
	<u>£ 11,711</u>	<u>£ 70,000</u>
	=====	=====

7. TANGIBLE FIXED ASSETS:

	<u>Office Furniture and Equipment</u>	<u>Computer Equipment</u>	<u>Motor Vehicles</u>	<u>Motor Vehicles held under finance leases</u>	<u>Total</u>
COST-					
Beginning of year	£65,424	£39,306	£14,798	£55,508	£175,036
Additions	8,797	1,610	15,318	-	25,725
	<u>74,221</u>	<u>40,916</u>	<u>30,116</u>	<u>55,508</u>	<u>200,761</u>
At 30 September 1988					
DEPRECIATION-					
Beginning of year	10,427	13,921	3,931	3,084	31,363
Charges	11,133	13,638	7,529	18,503	50,803
	<u>21,560</u>	<u>27,559</u>	<u>11,460</u>	<u>21,587</u>	<u>82,166</u>
End of year					
NET BOOK VALUE					
at 30 September 1987	54,997	25,385	10,867	52,424	143,673
	=====	=====	=====	=====	=====
NET BOOK VALUE					
At 30 September 1988	52,661	13,357	18,656	33,921	118,595
	=====	=====	=====	=====	=====

NOTES TO ACCOUNTS (Continued)

8. DEBTORS:

	<u>1988</u>	<u>1987</u>
Trade debtors	£419,557	£208,395
Other debtors	5,207	295
Prepayments and accrued income	32,209	11,274
	-----	-----
	£456,973	£219,964
	=====	=====

9. CREDITORS: Amounts falling due within one year

	<u>1988</u>	<u>1987</u>
Current instalment due on loan	£ -	£ 979
Obligations under finance leases	6,584	5,883
Trade creditors	78,299	100,587
Current corporation tax	78,878	70,000
Other taxes and social security costs	59,669	13,944
Other creditors	13,142	760
Accruals	107,622	79,026
Pre billed income	199,620	80,000
	-----	-----
	£543,814	£351,179
	=====	=====

10. CREDITORS: Amounts falling due after more than one year

These represent the long-term element of finance leases, as follows:

	<u>1988</u>	<u>1987</u>
Amounts payable-		
within 1 year	£ 10,632	£ 10,632
within 2-5 years	31,752	45,183
	-----	-----
	42,384	55,815
Less: Finance charges allocated to future periods	(6,340)	(11,967)
	-----	-----
	36,044	43,848
	-----	-----
Amount included in creditors : amounts falling due within one year	(6,584)	(5,883)
	-----	-----
Non-current obligations	£ 29,460	£ 37,965
	=====	=====

NOTES TO ACCOUNTS (Continued)

11. SHARE CAPITAL:

	<u>1988</u>	<u>1987</u>
Authorised, allotted, called-up and fully paid-		
Ordinary 'A' shares of £1 each	£ 700	£ 700
Ordinary 'B' shares of £1 each	300	300
	-----	-----
	1,000	1,000
	=====	=====

12. GUARANTEES AND OTHER FINANCIAL COMMITMENTS:

Capital commitments:

At the end of the year, capital commitments were-

	<u>1988</u>	<u>1987</u>
Authorised but not contracted for	£ 10,756	£ -
	=====	=====

Deed of Covenant:

The company has contracted to pay the sum of £10,300 (gross) per annum to the Charities Aid Foundation, under a deed of covenant, for four years from August 1988.

13. SUBSEQUENT EVENTS:

On 31 January 1989, the company acquired a 27 year lease over new premises in central London. The lease premium paid was £105,000 and the annual rental amounts to approximately £43,000 per annum, with the first review after three years. The lease of the company's former premises has been successfully assigned.

Arthur Andersen & Co.

Chartered Accountants

Abbots House • Abbey Street • Reading RG1 3BD

Telephone: 0734-508141 Direct Line:

Telex: 847855

Facsimile: 0734-508101

26 April 1989

Registrar of Companies
Companies Registration Office
Companies House
Crown Way
Cardiff
CF4 3UZ

Dear Sir,

SAXTON BAMPFYLDE INTERNATIONAL LIMITED - AUDITOR'S REPORT TO THE
REGISTRAR OF COMPANIES UNDER SECTION 43 (3) (b) COMPANIES ACT 1985

We have audited the financial statements of Saxton Bampfylde (International) Limited for the year ended 30 September 1988 in accordance with approved Auditing Standards and have expressed an unqualified opinion thereon.

In our opinion, the balance sheet at 30 September 1988 shows that at that date the amount of the company's net assets was not less than the aggregate of its called-up share capital and undistributable reserves.

Yours faithfully

Arthur Andersen & Co.

2551h

Offices in: London Birmingham Bristol Cambridge Cardiff Edinburgh Glasgow Leeds Manchester Newcastle upon Tyne Nottingham Reading St Helier
Authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business
A list of partners is available at 1 Surrey Street London WC2R 2PS (principal place of business)
Associated with Arthur Andersen & Co in: Argentina Australia Bahrain Belgium Bermuda Brazil Canada China Colombia Denmark Ecuador Egypt Finland France W Germany Greece Guatemala Hong Kong India Indonesia Ireland Italy Ivory Coast Japan Jordan Luxembourg Malaysia Mexico The Netherlands Nicaragua Nigeria Norway Oman Peru Philippines Portugal Puerto Rico Saudi Arabia Singapore South Africa South Korea Spain Sweden Switzerland Taiwan Thailand Turkey U A E U S A Venezuela



COMPANIES FORM No. 43(3)(e)

**Declaration of compliance
with requirements by a
private company on application
for re-registration as a public
company**

43(3)(e)

Please do not
write in this margin

Pursuant to section 43(3)(e) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

☐ ☐ ☐ ☐

2018211

Name of company

* SAXTON BAMPFYLDE INTERNATIONAL LIMITED

* Insert full name
of company

I, Stephen John Bampfylde
of Warden Lodge, 19 Austen Road
Guildford
Surrey

† delete as
appropriate

§ insert date

[the secretary][a director]† of the company, do solemnly and sincerely declare that:
1 the company, on 26th April 1989 §, passed a special resolution
that the company should be re-registered as a public company;
2 the conditions of sections 44 and 45 of the above Act (so far as applicable) have been satisfied;
3 between the balance sheet date and the application for re-registration, there has been no change in
the company's financial position that has resulted in the amount of its net assets becoming less than
the aggregate of its called-up share capital and undistributable reserves.
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 35 OLD QUEEN

Declarant to sign below

SMET
LONDON SW1H 9JD
the 26 day of April
One thousand nine hundred and 1989

S. Bampfylde

before me S. Aronsoni

SARAH ARONSONI
(Solicitor)

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

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

TARLO LYONS RANDALL ROSE
High Holborn House,
52/54 High Holborn,
London WC1V 6RU

DP/183980

For official Use
General Section

Post room

28 APR 1989

M

FILE COPY



CERTIFICATE OF INCORPORATION
ON RE-REGISTRATION OF PRIVATE COMPANY
AS A PUBLIC COMPANY

No. 2018211

I hereby certify that

SAXTON PAMPFYLDE INTERNATIONAL LIMITED

formerly registered as a private company has this day
been re-registered under the Companies Act 1985 as a
public company under the name of

SAXTON PAMPFYLDE INTERNATIONAL p.l.c.

and that the company is limited.

Given under my hand at Cardiff the 4TH MAY 1989

A handwritten signature in dark ink, appearing to read 'M B May'.

M. B. MAY (MRS.)
An Authorised Officer



COMPANIES FORM No. 123

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

2018211

Name of company

*Insert full name
of company

* SAXTON BAMPFYLDE INTERNATIONAL LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 26th April 1989 the nominal capital of the company has been
increased by £ 49,000 beyond the registered capital of £ 1,000.

†The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:

34,300 of the shares are designated as 'A' shares and shall
rank pari passu with and shall carry the same rights as the
existing 'A' shares.

14,700 of the shares are designated as 'B' shares and shall
rank pari passu with and shall carry the same rights as the
existing 'B' shares.

Please tick here if
continued overleaf☐†Insert Director,
Secretary,
Administrator,
Administrative
Receiver or Receiver
(Scotland) as
appropriate

Signed

Designation DirectorDate 26th April 1989Presenter's name, address and
reference (if any):

Tarlo Lyons Randall Rose
High Holborn House
52/54 High Holborn
London
WC1V 6RU

Ref: DP/SC

For official use

General section

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

NO: 2018211

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS
OF
SAXTON BAMPFYLDE INTERNATIONAL LIMITED

passed 26th April 1989

At an Extraordinary General Meeting of the above Company duly convened and held on the 26th day of April 1989 the following Resolutions were duly passed as Special Resolutions of the company:

SPECIAL RESOLUTIONS

- 1.1 THAT the directors' and auditors' reports, balance sheet and profit and loss account for the year ended 30th September 1988 be and they are hereby approved.
- 1.2 THAT the Company be re-registered as a Public Limited Company under the Companies Act 1985;
- 1.3 THAT the name of the Company be and is hereby changed to "Saxton Bampfylde International p.l.c."

28 APR 1989

- 1.4 THAT the share capital of the Company be and is hereby increased to £50,000.00 by the creation of 34,300 "A" shares of £1 each and 14,700 "B" shares of £1 each.
- 1.5 That the sum of £49,000 (being as to £9,000, the amount standing to the credit of the share premium account of the Company and as to the balance the amount standing to the credit of the profit and loss account of the Company) be capitalised and applied in paying up in full at par 34,300 unissued "A" shares of £1 each in the capital of the Company and 14,700 "unissued B" shares of £1 each in the capital of the Company to be allotted and distributed credited as fully paid up to and amongst the persons who immediately prior to the holding of this meeting were registered as holders of "A" shares and "B" shares in the capital of the Company in proportion to their respective holdings of such "A" shares and "B" shares.
- 1.6 THAT the Directors be and are hereby empowered pursuant to Section 95(1) of the Companies Act 1985 ("the Act") to allot the said 34,300 'A' shares and the said 14,700 'B' shares as if Section 89 (1) did not apply to such allotment.
- 1.7 THAT the provisions of the Memorandum of Association of the Company be altered as follows:-
- 1.7.1 by deletion of the existing clause 1 and substituting therefor the following new clause:-

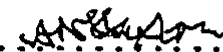
"1. The name of the Company is
Saxton Bampfylde International
p.l.c."

1.7.2 by the insertion after clause 1 of
the following new clause:-

"2. The Company is a Public
Company"

1.7.3 by re-numbering clauses 2,3,4 and 5
as clauses 3,4,5 and 6.

1.8 THAT the existing Articles of Association of
the Company be and are hereby cancelled and
in substitution therefor the Articles of
Association of which a print is laid on the
table and is initialled by the Chairman for
identification be and are hereby adopted as
the Articles of Association of the Company.

..........
Chairman

G

COMPANIES FORM No. 244

244**Notice of claim to extension of
period allowed for laying and
delivering accounts — overseas
business or interests**Please do not
delete in this
marginPursuant to section 244 of the Companies Act 1985
as inserted by section 11 of the Companies Act 1989Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

Company number

2049211

Name of company

* SUTTON CAMPFORD INTERNATIONAL P.L.C.

Insert full name
of companyDelete as
appropriate

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending] [which ended on]†

Day Month Year

3 0 9 1 9 9 0

† Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation†

Director

Date 20 April 1991

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 244(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 244(1).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 244(1).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0 5 0 4 1 9 8 5

Presenter's name, address
telephone number and reference (if any):STEPHEN CAMPFORD
SUTTON CAMPFORD INTL. PLC.
20, LINDA GARDEN ST
LONDON SW14 4GF
011-191-1455For official use
D.E.B.

Post room

HOUSE
APR 1991
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