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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

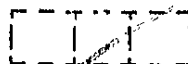
Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use



2315746

Name of company

* STARILLO LIMITED

* insert full
name of CompanyI, CAROLINE ANN WILLIAMS
of 8 Landport Terrace
Portsmouth,
Hampshire PO1 2QW† 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 16 Landport Terrace
Portsmouth, Hampshire

Declarant to sign below

the Twenty-eighth day of October
One thousand nine hundred and Eighty-eight
before me J. R. Kenny

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):Blake Laphorn
Solicitors
8 Landport Terrace
Portsmouth, Hants PO1 2QW

Reference: CAW.WC

For official Use
New Companies Section

Post room



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

11

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

Name of company

*Insert full name
of company

STARILLO LIMITED

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

8 LANDPORT TERRACE	
PORTSMOUTH	
HAMPSHIRE	
Postcode	PO12QW

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

BLAKE LAPHORN	
8 LANDPORT TERRACE	
PORTSMOUTH	
HAMPSHIRE	Postcode PO12QW

Number of continuation sheets attached (see note 1)


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

Blake Laphorn,
Solicitors
8 Landport Terrace
Portsmouth, Hants PO1 2QW
Reference: CAW.WC

For official use
General Section



The name(s) and particulars of the person who is, or the persons who are, to be the directors of the company (note 2) are as follows:

Name (note 3) BLAKELAW DIRECTOR SERVICES LIMITED		Business occupation LIMITED LIABILITY COMPANY
Previous name(s) (note 3)		Nationality Incorporated in England and Wales
Address (note 4) 8 LANDPORT TERRACE PORTSMOUTH, HANTS		Date of birth (where applicable) (note 6)
Postcode	PO1 2QW	
Other directorships† SEE ATTACHED LIST		
I consent to act as director of the company named on page 1		
Signature 		Date 26th October 1988

Please do not write in this margin

Enter particulars of other directorships held or previously held (see note 5). If this space is insufficient use continuation sheet.

for and on behalf of **Blakelaw Director Services Limited**

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

BLAKELAW DIRECTOR SERVICES LIMITED

DIRECTORSHIPS

as at October 1988

COMMODORE SHIPPING LIMITED
MARINE AND LIFTING LIMITED
GALLIPOT LIMITED
GOLDEN EMBERS LIMITED
FILTREXO LIMITED
WATER LILY LIMITED
UNIVERSAL TOOL AND PRODUCTION LIMITED
WIND TECH LIMITED
IN VOGUE MARKETING LIMITED
RUFF DIAMONDS LIMITED
RES-O-TEL LIMITED
PRINCEWOOD LIMITED
BEUNITO LIMITED
27A CREEK ROAD HAYLING ISLAND MANAGEMENT LIMITED
WARBLINGTON LODGE MANAGEMENT COMPANY LIMITED
COMMODORE EXPRESS LIMITED
HEAD REPRO SERVICES LIMITED
IDLEBECK LIMITED
CENTURY CLIPPERS LIMITED
AUTOHELM LIMITED
MONACUTE HOUSE (MANAGEMENT) LIMITED
TOKEN HOUSE (MANAGEMENT) LIMITED
VOYAGE BUREAU LIMITED
CHIQUE HAIR LIMITED
SWIFTARROW PROJECTS LIMITED
CRANFORD REALTY LIMITED
WILLOWISP LIMITED
MYLYNN LIMITED
SWANABOUT LIMITED
PORTSMOUTH AREA HOSPICE
KILGEEVER LIMITED
TRENWICK LIMITED

Past:

LAURIUM LIMITED - resigned 24.10.88
WARWICK PRODUCTS LIMITED - Resigned 14.12.87
MERESCLIFFE LIMITED - Resigned 14th September, 1988
PEDAGOGUE PROPERTIES LIMITED - Resigned 6.9.88
KINGSWOOD SECURITIES LIMITED - Resigned 14.4.86
SPARSHATT JONES LIMITED - Resigned 14.5.86
TALCARE LIMITED - Resigned 9.12.86
RUFF SHOOTIN' LIMITED - Resigned 11.12.86
EXTEC HYBRIDS LIMITED - Resigned 19.6.86
ICE VILLAGE COMPANY LIMITED - Resigned 3.11.86
CONTINENTAL HOMES LIMITED - Resigned 13.10.86

BRITPORT (IMPORT & EXPORT) LIMITED - Resigned 10.7.86
 DAVID J. SPARSHATT (PORTSMOUTH) LIMITED - Resigned 1.1.87
 CONDOR WEYMOUTH LIMITED - Resigned 25.3.87
 CARELEC LIMITED - Resigned 6.4.87
 SWITCH BOARD LIMITED - Resigned 7.7.87
 CAPRICOSA LIMITED - Resigned 17.8.87
 H.T.H. COMMERCIALS LIMITED - Resigned 28.8.87
 CARLTON OF LONDON LIMITED - Resigned 29.8.87
 GAZUMO LIMITED - Resigned 14.4.86
 GABLE (UK) LIMITED - Resigned 21.3.86
 DELME SECURITIES LIMITED - Resigned 14.4.86
 WARWICK PRODUCTS UK LIMITED - Resigned 7.7.86
 HAMPSON HOLDINGS LIMITED - Resigned 13.11.87
 WARWICK PRODUCTS LIMITED - Resigned 14.12.87
 MERRICK HOLDINGS LIMITED - Resigned 18.1.88
 BEAU DIAMOND LIMITED - Resigned 18.1.88
 WATCHBOX HOLDINGS LIMITED - Resigned 18.1.88
 TIK TOK LIMITED - Resigned 18.1.88
 CALIGANZA LIMITED - Resigned 11.1.88
 EQUESTRIAN ELEGANCE LIMITED - Resigned
 WATCHBOX HOLDINGS LIMITED - Resigned 18.1.1987
 GABLE UK ROOFING LIMITED - Resigned 18.3.1988
 GABLE UK COATINGS LIMITED - Resigned 18.3.1988
 STABLE DEVELOPMENTS (BUILDERS) LIMITED - Resigned 22.2.1988
 ROSCO (UK) LIMITED - Resigned 15.4.1988
 REFIX MAINTENANCE LIMITED - Resigned 26.4.1988
 HUSHON (UK) LIMITED - Resigned 23.7.1987
 GOLDENCORN LIMITED - Resigned 15.5.1988
 COREMA UK LIMITED - Resigned 14.4.1988
 THE CADNAM MOTOP COMPANY LIMITED - Resigned 14.3.1988
 STAR LIGHT LIMITED - Resigned 12.6.1987
 GABION LIMITED - Resigned 22.9.1986
 SCIENCE FOR BUSINESS LIMITED - Resigned 15.10.1986
 STRAND HARBOUR SECURITIES LIMITED - Resigned 6.2.1987
 HORTIS LIMITED - Resigned 26.4.1988
 MONKWOOD PRODUCTS LIMITED - Resigned 6.4.1988
 HONEYCHARM LIMITED - Resigned 15.4.1988
 GATCOMBE HOUSE ESTATES LIMITED - Resigned
 HEATON PROPERTY INVESTMENTS LIMITED - Resigned
 EMIGRE LIMITED - Resigned 16.4.1987
 LARKSFELI. LIMITED - Resigned 5.4.1988
 HENNING CONTRACTORS LIMITED - Resigned 1.3.1988
 HAMPSHIRE PRINTS GROUP LIMITED - Resigned 20.1988
 ELLIS TYLIN LIMITED - Resigned 27.5.1988
 GOLDFOOT LIMITED - Resigned 5.7.1988
 WAVERLEY MANAGEMENT COMPANY LIMITED - Resigned 8.8.1988

2315746

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

STARILLO LIMITED

1. The name of the Company is Starillo Limited
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-

(A) (1) To carry on the business of Land Development and to buy, take on lease, or otherwise acquire, and to sell, let on lease, or otherwise turn to account, lands and buildings and any rights and privileges connected therewith and in particular to develop any such land by laying out, constructing and maintaining roads, sewers, drains and waterworks and by erecting buildings thereon and laying out parks, gardens, sports and recreation grounds and providing other amenities and conveniences.

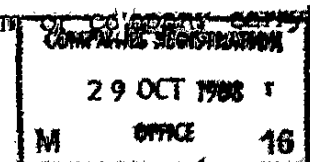
(2) To enter into agreements with builders, contractors, agents, tenants and purchasers, and to advance money to builders and others on the security of lands with or without buildings erected thereon and to guarantee and secure the repayment of money borrowed from building societies or others on the security of lands with or without buildings erected thereon and to carry on the business of builders, contractors, decorators, builders' merchants, carriers, house and estate agents, auctioneers, surveyors and valuers and every other business connected with the building trade.

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof.

(C) To purchase or by any other means acquire any property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant stock, barges, vessels, or things and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of, any other property of the Company.

(D) To erect, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing.

(E) To purchase or otherwise acquire, take over and undertake the whole or any part of the business and assets of any person, firm or company carrying



on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company or for subsidising or otherwise assisting any such person, firm or company and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock, or Securities so received.

(F) To apply for, register, purchase or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, licences, trade marks, designs, protections and connections and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

(G) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.

(H) To lend and advance money or give credit to such persons, firms or companies and on such terms as may seem expedient and to give guarantees or become security for any such persons, firms or companies.

(I) To borrow or raise money in such manner as the Company shall think fit 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 Company's property or assets (whether present or future) including its uncalled Capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

(J) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(K) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.

(L) To apply for, promote and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other Authority for enabling the Company to carry any of its objects into effect or for any purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(M) To enter into any arrangements with any Governments or Authorities or any companies, firms or persons that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government, Authority, company, firm or person any charters, contracts, decrees, rights, privileges, and concessions and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

(N) To act as agents or brokers and as trustees for any person, firm or company and to undertake and perform sub-contracts and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.

(O) To subscribe for, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.

(P) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(Q) To support and subscribe to any charitable or public object and any institution, society, or club which may be for the benefit of the Company or its 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 to 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 and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance, and to set up, establish, support and maintain superannuation and other funds or schemes for the benefit of any of such persons and of their wives, widows, children and other relatives and dependents.

(R) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(S) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions for such consideration as the Company may think fit and in particular for shares, debentures, or securities of any company purchasing the same.

(T) To distribute among the Members of the Company in kind any property of the Company and in particular any shares, debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing.

(U) 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, debentures, debenture stock or other securities of this Company.

(V) To procure the Company to be registered or recognised in any part of the world.

(W) 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 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 £100, divided into 100 Shares of £1 each.

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

Names Addresses and Descriptions
of Subscribers

Number of Shares
taken by each
subscriber



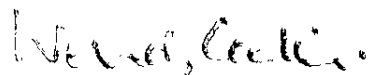
Caroline A. Williams for and on behalf of 1 Share
Blakelaw Director Services Limited
8 Landport Terrace
Portsmouth
Hampshire PO1 2QW




Caroline A. Williams for and on behalf of 1 Share
Blakelaw Secretaries Limited
8 Landport Terrace
Portsmouth
Hampshire PO1 2QW

DATED: 26th October, 1988

WITNESS to the above signatures:-



Wendy Crellin
Company Secretarial assistant
8 Landport Terrace
Portsmouth
Hampshire PO1 2QW



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

- of -

STARILLO LIMITED

PRELIMINARY

1. The Regulations contained in Table A of the Companies (Tables A - F) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save insofar as they are excluded or varied hereby: this is to say, Regulations 84 and 89 in Table A shall not apply to the Company; and in addition to the remaining Regulations of Table A, as varied hereby, the following shall be the Regulations of the Company.

PRIVATE COMPANY

2. The Company is a Private Company as defined in Section 1 of the Companies Act 1985.

SHARES

3. (1) The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons and on such terms and in such manner as they think fit.
(2) In exercise of the powers conferred on them by Regulation 3(1) hereof the Directors are authorised to allot or grant rights to subscribe for shares to the amount of the authorised but unissued share capital of the Company for the time being before 28th October, 1993 (at which date this authority shall expire) and Section 89 of the Companies Act 1985 shall apply to allotments in pursuance of this authority with such modifications as the Directors may determine.
4. The lien conferred by Regulation 8 of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

DIRECTORS

5. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be more than seven but need not exceed one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Regulations or Table A.
6. The first Directors of the Company shall be appointed by the subscribers hereto by an instrument in writing under their hands.
7. A Director shall not be required to hold any share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting

of the Company.

8. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital in any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.
9. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising therefrom and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Regulation 94 of Table A shall be modified accordingly.
10. Any person may be appointed or elected as a Director, whatever his age and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.

TRANSFER OF SHARES

11. (1) Any share may be transferred by a Member of the Company (hereinafter called "the Member") to any other Member and to any child or other issue son-in-law daughter-in-law father mother brother sister husband wife nephew or niece of a Member and any share of a deceased Member may be transferred to any such relative as aforesaid of the deceased Member or to the executors or administrators of any such deceased Member
- (2) Except where the transfer is made pursuant to sub-clause (1) hereof every Member who proposes to transfer any shares (hereinafter called "the Proposing Transferor") shall give notice in writing to the Company (hereinafter called "a Transfer Notice") that he desires to transfer the same. Such Notice shall specify:
 - (a) the number and denoting numbers of the shares which he desires to transfer
 - (b) the name and address of the proposed transferee

A Transfer Notice shall constitute the Company as his agent for the sale of such shares in one or more lots to any Member or other person nominated by the Directors (including themselves) and whether a Member or not at a price to be agreed upon by the Proposing Transferor and the Directors or in default of agreement at the price which an accountant nominated by agreement between the Proposing Transferor and the Company (or in default of agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales) shall by writing under his hand certify to be in his opinion the fair value thereof as between a willing seller and a willing buyer (such price agreed or certified as aforesaid being hereinafter referred to as "the Price"). A Transfer Notice may include several Shares and in such case it shall operate as a separate notice in respect of each. A Transfer Notice shall not be withdrawn except with the sanction of the Directors
- (3) If an accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company which shall immediately supply a certified copy thereof to the Proposing Transferor who shall be entitled by notice in writing given to the Company within ten days of the

service upon him of the said certified copy to cancel the Company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the Company unless the Proposing Transferor gives notice as aforesaid in which case he shall bear the said cost.

- (4) Upon the price being fixed as aforesaid (and provided that an notice of cancellation is given as aforesaid) the shares comprised in a Transfer Notice shall be offered by the Directors in the first instance to the existing Members (other than the Proposing Transferor) as nearly as may be in the proportion to their holdings of shares in the Company and the offer shall in each case limit a time within which such offer if not accepted shall be deemed to be declined and the Directors shall make such arrangements as regards the finding of a purchaser for any shares not accepted by a Member to whom they shall have been so offered as aforesaid within the time limited as they shall think fit.
- (5) If the Company shall within the space of twenty-eight days after the Price being fixed as aforesaid find a Member or person nominated by the Directors willing to purchase any shares comprised therein (hereinafter called "the Purchaser") and shall give notice thereof to the Proposing Transferor he shall be bound upon payment of the Price to transfer the same to the Purchaser.
- (6) In the event of the Proposing Transferor failing to transfer any shares which he shall become bound to transfer as aforesaid the Directors may authorise some person to execute a transfer of the shares in favour of the Purchaser and may receive the purchase money and give a receipt therefor (which shall be a good discharge to the Purchaser) and shall thereupon cause the Purchaser to be registered as holder of the shares and shall issue to him a certificate for the same and after such registration the validity of the proceedings shall not be questioned by any person. The Proposing Transferor shall in such case be bound to deliver up his certificate for the said shares and on such delivery shall be entitled to receive the Price without interest and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for the same.
- (7) If the Company shall not within the space of twenty-eight days after being served with a Transfer Notice find a Purchaser for all or any of the shares comprised therein and give notice in manner aforesaid or if through no default of the Proposing Transferor the purchase of any shares in respect of which the Transfer Notice shall have been given shall not be completed within two calendar months from the service of such Notice the Proposing Transferor shall at any time within three calendar months thereafter be at liberty to sell and transfer the shares comprised in the Transfer Notice (or such of them as shall not have been sold by the Company as aforesaid) to the person named in the Transfer Notice but so that the price paid by the transferee shall not be less than the Price.
- (8) The Directors may, in their discretion, refuse to register the transfer of any shares:-
 - (i) to any person (other than a person to whom a transfer is made pursuant to sub-Regulation (1) of this Regulation) if they consider it is not in the interests of the Company to register the transfer and without giving any reason for such refusal; or

(ii) on which the Company has a lien

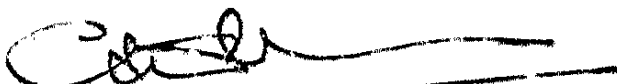
SHARE CAPITAL

19. The Share Capital of the Company is £100 divided into 100 shares of £1 each.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS



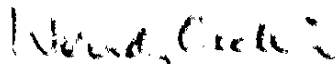
Caroline A. Williams for and on behalf of
Blakelaw Director Services Limited
8 Landport Terrace
Portsmouth
Hampshire PO1 2QW



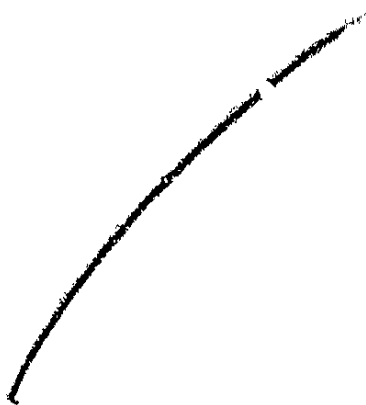
Caroline A. Williams for and on behalf of
Blakelaw Secretaries Limited
8 Landport Terrace
Portsmouth
Hampshire PO1 2QW

DATED: 26th October, 1988

WITNESS to the above signatures:-



Wendy Crellin
Company Secretarial Assistant
8 Landport Terrace
Portsmouth
Hampshire PO1 2QW



FILE COPY



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

No. 2315746

I hereby certify that

STARILLO 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 10 NOVEMBER 1988

S.R. Lewis
S. R. LEWIS

an authorised officer