

**G**

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 black lettering

To the Registrar of Companies

For official use

For official use

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2513030
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Name of company

\* P.T. (UK) LIMITED

\* insert full  
name of Company

I, STEPHEN DAVID BAKER

of HOWARD HOUSE, 70 BAKER STREET,  
WEYBRIDGE, SURREY, KT13 8AL† delete as  
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†

~~I am not a director or secretary of the company in the statement delivered to the registrar~~~~under section 12(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 1835Declared at 56 Baker Street

Declarant to sign below

WeybridgeSurreythe 7th day of JuneOne thousand nine hundred and ninetybefore me [Signature]A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths.Solicitor

PRINTED AND SUPPLIED BY

**Jordans**JORDAN & SONS LIMITED  
JORDAN  
BRUNNING PLACE  
LONDON EC6P 6EP  
TELEPHONE 01 253 3030  
TELEX 201010Presentor's name and  
reference (if any):TREVOR ROBINSON & CO  
HOWARD HOUSE  
70 BAKER STREET  
WEYBRIDGE  
SURREY KT13 8AL

Ref: TR/NT/nkf

For official Use

New Companies Section

Post room



**G****COMPANIES FORM No. 10****Statement of first directors  
and secretary and intended  
situation of registered office****10**Please do not  
write in  
this margin

Pursuant to section 10 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 8)

For official use

Name of company

\* Insert full name  
of company

\* P.T. (UK) LIMITED

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

HOWARD HOUSE	
70 BAKER STREET	
WEYBRIDGE	
SURREY	Postcode KT13 8AL

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

N/A

	Postcode

Number of continuation sheets attached (see note 1)

NIL

Presentor's name address and  
reference (if any):TREVOR ROBINSON & CO  
HOWARD HOUSE  
70 BAKER STREET  
WEYBRIDGE  
SURREY  
KT13 8AL

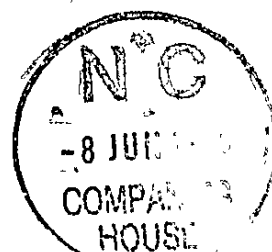
Page 1

Ref: TR/NT/nkf

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) <b>TREVOR ROBINSON</b>		Business occupation <b>SOLICITOR</b>
Previous name(s) (note 3) <b>NONE</b>		Nationality <b>BRITISH</b>
Address (note 4) <b>HOWARD HOUSE</b> <b>70 BAKER STREET, WEYBRIDGE</b>		Date of birth (where applicable) (note 6) <b>N/A</b>
<b>SURREY</b>	Postcode <b>KT13 8AL</b>	
Other directorships † <b>NONE</b>		
I consent to act as director of the company named on page 1		
Signature <i>Trevor Robinson</i>		Date <b>7 June 1990</b>

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

Name (note 3) <b>KATHRYN MARIA CASWELL</b>		Business occupation <b>PERSONAL ASSISTANT</b>
Previous name(s) (note 3) <b>NONE</b>		Nationality <b>BRITISH</b>
Address (note 4) <b>HOWARD HOUSE</b> <b>70 BAKER STREET, WEYBRIDGE</b>		Date of birth (where applicable) (note 6) <b>N/A</b>
<b>SURREY</b>	Postcode <b>KT13 8AL</b>	
Other directorships † <b>NONE</b>		
I consent to act as director of the company named on page 1		
Signature <i>K. Caswell</i>		Date <b>7 June 1990</b>

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

Please do not  
write in  
this margin

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

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

Name (notes 3 & 7) <b>TREVOR ROBINSON</b>	
Previous name(s) (note 3) <b>NONE</b>	
Address (notes 4 & 7) <b>HOWARD HOUSE</b>	
<b>70 BAKER STREET, WEYBRIDGE</b>	
<b>SURREY</b>	Postcode <b>KT13 8AL</b>
I consent to act as secretary of the company named on page 1	
Signature <i>T. M.</i>	Date <b>7 June 1990</b>

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

delete if the form is  
signed by the  
subscribers

Signature of agent on behalf of subscribers	Date
---	------

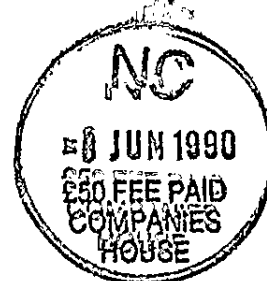
delete if the form is  
signed by an agent on  
behalf of the  
subscribers.

All the subscribers  
must sign either  
personally or by a  
person or persons  
authorised to sign  
for them.

Signed <i>T. M.</i>	Date <b>7 June 1990</b>
Signed <i>M. Caswell</i>	Date <b>7 June 1990</b>
Signed	Date
Signed	Date
Signed	Date
Signed	Date

2513030

THE COMPANIES ACT 1985  
A PUBLIC COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

- of -

P.T. (UK) LIMITED

100 000

- 1 The name of the Company is P.T. (UK) Limited.
- 2 The registered office of the Company will be situated in England and Wales.
- 3 The objects for which the Company is established are:
  - (1) To carry on business to manufacture, buy, sell, lease, let on hire, service, maintain, repair, design, act as agents and brokers and otherwise deal in computer software and hardware, computer systems, related and ancillary products and equipment and all types of machines, appliances, equipment devices and apparatus for business, domestic and any other use whatsoever, together with parts supplies, accessories, appliances and processes used in connection with the manufacture or use thereof and to provide all services which may be ancillary thereto.
  - (2) To carry on the business of purchasing, acquiring, hiring, leasing, selling or otherwise dealing in property of any kind whatsoever, real or personal, and to finance or promote or assist in purchasing, acquiring, hiring, leasing, selling or otherwise dealing in such property by any person and generally to finance or otherwise promote and assist all kinds of undertaking and operations.
  - (3) To carry on any other trade or business which in the opinion of the Directors is capable of being conveniently carried on in connection with or as ancillary to any of the businesses of the Company or is calculated directly or indirectly to enhance the value of or render profitable or more profitable any property of the Company or to further any of its objects.
  - (4) To borrow or raise money upon such terms and on such security as may in the opinion of the Directors be expedient and to include the issue or deposit of notes, debentures or debenture stock (whether perpetual or not) and to secure the repayment of any money borrowed, raised or owing by mortgage, 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.

MW 3518  
£50-

- (5) To lend money or give credit to such persons, firms or companies and to receive money on deposit or loan from any person, firm or company.
- (6) 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, notes, debentures, debenture stock, bonds, stocks and other securities or investment of any nature whatsoever, and any options or rights in respect thereof or interest therein at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed.
- (7) To stand surety for or to guarantee support or secure the performance of all or any of the obligations of any person, firm or company whether by personal covenant or 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 or by both such methods; and, in particular but without limiting the generality of the foregoing, to guarantee, support or secure whether by personal covenants or by any such mortgage, charge or lien or by both such methods the performance of all or any of the obligations (including the repayment or payment of the principal and premium of an interest on any securities) of any company which is for the time being the Company's holding company (as defined by Section 736 of the Companies Act 1985) or another subsidiary (as defined by the said Section) of any such holding company or is associated with the Company in business.
- (8) To draw, make, accept, endorse, discount, negotiate, execute and issue and to buy sell and deal with promissory notes, bills of exchange, bills of lading, scrip warrants and other transferable or negotiable instruments.
- (9) To accept payment for any property or rights sold or otherwise disposed of or dealt with or for any obligations undertaken by the Company, either in cash, by instalments or otherwise, or in shares of any company with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or by means of a mortgage or by debentures or debenture stock of any company or partly in one mode and partly in another, and to hold, deal with or dispose of any consideration so received.
- (10) To purchase, take or lease, exchange, hire or otherwise acquire, take options over and hold for any estate or interest any real or personal property and any rights or privileges.

- (11) To apply for, purchase or otherwise acquire any designs, trade marks, patents, licences, concessions and the like, conferring an exclusive or non-exclusive or limited right of user or any secret or other information as to any invention and to use, exercise, develop, grant licences in respect of, or otherwise turn to account any rights and information so acquired.
- (12) To build, construct, erect, maintain, alter, enlarge, pull down, remove, replace, administer, develop or manage any buildings, works, facilities, plant and machinery.
- (13) To manufacture, buy, sell, and generally deal in any plant, machinery, tools, goods or things of any description.
- (14) To acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and in connection with any such acquisition to undertake all or any of the liabilities of such person, firm or company and to conduct or carry on such business.
- (15) To acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits or losses, or for co-operation or for mutual assistance with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or for subsidising or otherwise assisting any such person, firm or company, or to participate in the management of any business carried on by any such person, firm or company.
- (16) To promote, finance or assist any other person, firm or company for the purpose of acquiring all or any part of the property rights or undertaking or assuming the liabilities of the Company or for any other purpose.
- (17) To sell, exchange, lease, let out on hire, dispose of, grant options over, turn to account or otherwise deal with the whole or any part of the property rights or undertaking of the Company for such consideration as may be thought fit.
- (18) To sell, liquidate, wind-up or otherwise deal with the whole or any part of the business or property of the Company.

- (19) To pay for any property or rights acquired by the Company, either in cash or shares, with or without preferred or deferred 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.
- (20) 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 (including land of any tenure in any part of the world and shares, stocks or securities of any other company) and in such manner as may be thought fit and to dispose of or vary any such investments or securities.
- (21) To enter into any arrangement with any government or other authority, international, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges which in the opinion of the Directors are conducive to the Company's objects or any of them.
- (22) To take all necessary and proper steps in Parliament or with any government or authority, international, supreme, municipal, local or otherwise for the purpose of carrying out, extending or varying the objects and powers of the Company, or altering its constitution, and to oppose any proceedings or applications which it is considered are or maybe directly or indirectly prejudicial to the Company's interests.
- (23) To grant pensions, allowances, gratuities and bonuses to the officers, ex-officers (including Directors and ex-Directors), employees or ex-employees of the Company or of any holding, subsidiary, allied or associated company or of the predecessors in business of all or any of them or the families, dependents or connections of such persons, and to make payments towards insurance and to establish or support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes which are in the opinion of the Directors calculated to benefit such persons.
- (24) To undertake and execute any trusts and either gratuitously or otherwise.
- (25) To subscribe or guarantee money for charitable, benevolent or political objects or for any exhibition or for any useful object of a public or general nature.
- (26) To remunerate any person, firm or company rendering services to the Company or in or about its formation or promotion.



- (27) To procure the Company to be registered, recognised or incorporated in any country or place outside England.
- (28) To distribute among the Members in specie or otherwise any property of the Company, or any proceeds of sale or disposition of any property of the Company, and for such purposes to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law.
- (29) To do all or any of the things authorised by this Clause 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.
- (30) To do all such other things as in the opinion of the Directors are incidental or conducive to the attainment of the above objects or any of them.
- (31) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company, or which shall in the opinion of the Directors be in the nature of preliminary expenses including therein the cost of advertising, commissions for underwriting, brokerage, printing and stationery, and the legal and other expenses of the promoters.

It is hereby declared that where the context so admits the words "firm or company" in this Clause shall be deemed to include any trusts, partnership, association or other body of persons whether or not incorporated and, if incorporated, whether or not a company within the meaning of the Companies Act 1985, that the objects specified in each of the subclauses of this Clause shall be regarded as independent objects and accordingly shall in no wise be limited or restricted (except where otherwise expressed therein) by reference to or inference from the terms of any other subclause or name of the Company but may be carried out in as full and ample a manner and construed in as wide a sense as if each defined the objects of a separate and distinct company, and that where there are references in this Clause to matters of opinion such matters are to be determined by the sole Director or by the Directors or by any person to whom any such power of decision has been delegated by the sole Director or the Directors in accordance with the Articles of Association of the Company.

5 The liability of the Members is limited.

6 The issued share capital of the company is £100,000 divided into 100,000 ordinary shares of £1 each.

- 7 The shares in the original or any increased capital of the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time determine. Subject to the provisions of Section 127 of the Companies Act 1985, the rights and privileges attached to any of the shares of the Company may be modified, varied, abrogated or dealt with in accordance with the provisions for the time being of the Company's Articles of Association.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Numbers of shares taken by each Subscriber (in words)
--	---

Trevor Robinson of 70 Baker Street,  
Weybridge, Surrey, KT13 8AL

(one) 1

Signed: *Trevor Robinson*

Kathryn Maria Caswell of 70 Baker Street,  
Weybridge, Surrey, KT13 8AL

(one) 1

Signed: *KM Caswell*

Dated 7 June 1990

Witness to the above Signatures:

*David J Cook*  
70 Baker Street  
Weybridge, Surrey  
KT13 8AL

The Companies Acts 1948 to 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

P.T. (UK) LIMITED

PRELIMINARY

- 1 (a) The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

- 2 (a) Shares which are comprised in the authorised but unissued share capital of the Company shall be under the control of the Directors who may (subject to Sections 80 and 89 of the Act and to paragraphs (b) and (c) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.
- (b) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

- (c) The Directors are empowered to allot and grant rights to subscribe for or convert securities into shares of the Company pursuant to the authority conferred under paragraph (b) above as if Section 89(1) of the Act did not apply. This power shall enable the Directors so to allot and grant rights to subscribe for or convert securities into shares of the Company after its expiry in pursuance of an offer or agreement so to do made by the Company before its expiry.
- (d) Save as authorised by the Act, the Company shall not give, whether directly or indirectly, any financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151 of the Act.
- (e) Save as permitted by Section 101(2) of the Act, no shares of the Company shall be allotted except as paid up at least as to one quarter of their nominal value and the whole of any premium.

#### SHARES

- 3 The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing 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, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.
- 4 The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### GENERAL MEETINGS AND RESOLUTIONS

- 5 (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

- (b) 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 Directors and to the Auditors for the time being of the Company.
- 6
- (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.
  - (b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
  - (c) Clause 41 in Table A shall not apply to the Company.
  - (d) In the case of a corporation a resolution in writing may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative. Clause 53 shall be extended accordingly.
  - (e) An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or, if no place is so specified at the registered office before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used or be delivered to the Secretary (or the chairman of the meeting) on the day and at the place of, but in the event before the time appointed for holding the meeting or adjourned meeting or poll. An instrument of proxy shall not be treated as valid until such delivery shall have been effected. Clause 62 shall not apply.

APPOINTMENT OF DIRECTORS

- 7 (a) Clause 64 in Table A shall not apply to the Company.
- (b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two.
- (c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.
- (d) No person shall be appointed a Director at any General Meeting unless either:
- (i) he is recommended by the Directors; or
  - (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.
- (e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- (f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

- 8 The Directors may exercise all the powers of the Company to borrow such money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

- 9 (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.
- (b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF DIRECTORS

- 10 The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, or if he shall have served upon him a notice in writing signed by all his co-Directors (being at least two in number) removing him from office as Director, but so that in the case of a Managing Director, but so that in the case of a Managing Director such removals shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

- 11 (a) The Directors may exercise the powers of the Company conferred by Clause 3(23) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- (b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

- 12 (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting and (save as otherwise agreed) may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof.
- (b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.
- (c) A resolution in writing signed by each Director or his alternate shall be valid and effective as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more Directors of alternates.

INDEMNITY

- 13 (a) Every Director 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 Director or other officer 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 in so far as its provisions 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 in so far as its provisions are not avoided by Section 310 of the Act.
- (b) Clause 118 in Table A shall not apply to the Company.



TRANSFER OF SHARES

- 14 The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

NOTICES

- 15 The words "unless the contrary is proved" in regulation 115 of Table A shall not apply to the Company.

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Names and Addresses of Subscribers

---

Trevor Robinson of 70 Baker Street, Weybridge,  
Surrey, KT13 8AL

Signed: *Tm*

Kathryn Maria Caswell of 70 Baker Street, Weybridge,  
Surrey, KT13 8AL

Signed: *KM Caswell*

---

Dated 7 June 1990

Witness to the above signatures

*Neil O'Loake*  
70 Baker Street,  
Weybridge  
Surrey KT13 8AL.

FILE COPY



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

No. 2513030

I hereby certify that

P.T. (UK) 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 18 JUNE 1990

*F. A. Joseph*  
F. A. JOSEPH

an authorised officer