

**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 letteringTo the Registrar of Companies
(Address overleaf)

For official use

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For official use

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Name of company

* LEGISTSHELFCO NO. 123 LIMITED

* insert full
name of Company

I, RONALD GEORGE PATERSON

of PO Box 613, Epworth House, 25 City Road, London EC1Y 1BY

† delete as
appropriatedo 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 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 14 Dromedary Street
London EC2Y 2RT

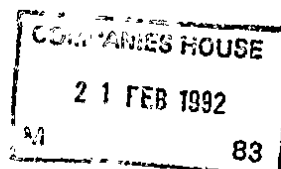
Declarant to sign below

the 19th day of FebruaryOne thousand nine hundred and ninety fivebefore me William S. Dromedary
W. S. DromedaryA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.Presenter's name address and
reference (if any):

For official Use

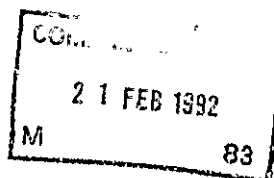
New Companies Section

Post room





COMPANIES HOUSE



10

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

This form should be completed in black.

Company name (*in full*)

CN

2691695

For official use

LEGISTSHELFCO NO. 123 LIMITED

Registered office of the company on
incorporation.

RO

EPWORTH HOUSE

25 CITY ROAD

Post town LONDON

County/Region

Postcode EC1Y 1BY

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

X

RA

Name BJSCHOFF & CO

P.O. BOX 613, EPWORTH HOUSE

25 CITY ROAD

Post town LONDON

County/Region

Postcode EC1Y 1BY

Number of continuation sheets attached

To whom should Companies House
direct any enquiries about the
information shown in this form?

BISCHOFF & CO.

P.O. BOX 613, EPWORTH HOUSE

25 CITY ROAD, LONDON

Postcode EC1Y 1BY

Telephone 071 628 4222

Extension 274

Company Secretary (See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

CS LEGIST CORPORATE SERVICES LIMITED**AD** EPWORTH HOUSE, 25 CITY ROAD

Post town LONDON

County/Region

Postcode EC1Y 1BY Country England

I consent to act as secretary of the company named on page 1
Signed for and on behalf of Legist Corporate
Services Limited by

Consent signature

Signed

Date 19.2.92

Director

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

CD RONALD GEORGE

PATERSON

AD P.O. BOX 613, EPWORTH HOUSE
25 CITY ROAD

Post town LONDON

County/Region

Postcode EC1Y 1BY Country England

DO 03 07 56 Nationality **NA** British**OC** Solicitor**OD** U.I.S. Industries Limited
(formerly a director of Firstfind Limited)

I consent to act as director of the company named on page 1

* Voluntary details

Signed

Date 19.2.92

Consent signature

A. H. THOMLINSON

CURRENT DIRECTORSHIPS

24/24 Addison Gardens Management Limited
Millicom Holdings (U.K.) Limited
Parkwood Group Limited
U.I.S. Industries Ltd

FORMER DIRECTORSHIPS

Walsel Limited
Melville Technologies Limited
Sigma Limited
Paintwise Limited
Forestville Limited
Federated Potteries Company Limited
Aimsight Limited
Fidelity Investment Advisors (U.K.)
Limited
Fidelity European Values Ltd

18/2/92

S08DC3123

Directors (continued)

(See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

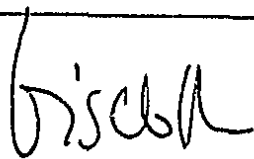
Other directorships

* Voluntary details

Consent signature

CD	ANTONY HOWARD	
	THOMLINSON	
AD	P.O. BOX 613, EPWORTH HOUSE	
	25 CITY ROAD	
	Post town	LONDON
	County/Region	
	Postcode	EC1Y 1BY
	Country	ENGLAND
DO	0 3 0 2 5 0	Nationality NA British
OC	Solicitor	
OD	See attached list	
I consent to act as director of the company named on page 1		
Signed	A.H. Thomlinson	
	Date	19.2.92

Delete if the form
is signed by the
subscribers.

	
Signature of agent on behalf of all subscribers	Date 19.2.92

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

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

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

COMPANY NUMBER

THE COMPANIES ACTS 1985 AND 1989

A PRIVATE COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

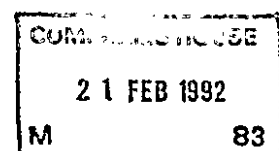
OF

LEGISTSHELFCO NO. 123 LIMITED

1. The Company's name is "LEGISTSHELFCO NO. 123 LIMITED".
2. The Company's Registered Office is to be situated in England.
3. The Company's Objects are:-
 - (A) To carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors and shippers of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts, and merchandise of every description, to provide services of every description, to act as agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms, bodies or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw and manufactured goods, of all kinds, and general railway, shipping and forwarding agents and transport contractors; to create, establish, build up, and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares, and commodities dealt in or services rendered by any persons, firms, bodies or companies, and to participate in, undertake, perform, and carry out all kinds of commercial, trading and financial operations and all or any of the operations ordinarily performed by import, export and general

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merchants, factors, shippers, agents, traders, distributors, capitalists, and financiers, either on the Company's own account or otherwise; and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company.

- (B) To carry on any other trade or business which may seem in the opinion of the Board of Directors capable of being conveniently or advantageously carried on in connection with or ancillary to any business of the Company.
- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, 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 part thereof.
- (D) To erect, construct, lay down, enlarge, alter and maintain any offices, buildings, works, roads, 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 money for the purposes of or in connection with the Company's objects, and to secure the repayment thereof 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 or 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 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 assurances.
- (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.

- (I) To lend and advance money to any persons, firms or companies, and to give guarantees and indemnities both secured and unsecured in respect of the obligations of any company, firm or person whether or not the Company receives directly or indirectly any consideration or advantage therefrom.
- (J) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, emoluments or benefits in kind to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's holding or subsidiary company as defined by Section 736 of the Companies Act 1985 or another subsidiary of such holding company, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (K) To draw, make, accept, endorse, negotiate, discount execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments.
- (L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in any manner and to deal with any investment so made.
- (M) 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 special rights or restrictions in respect of dividend, repayment of capital voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another.
- (N) 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 special rights or restrictions in respect of dividend, repayment of capital, voting 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 to hold, dispose of, or otherwise deal with any shares, stock or securities so acquired.

- (O) 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.
- (P) 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 and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (R) 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 for any consideration deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company.
- (S) 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.

- (T) To subscribe or guarantee money for or organise or assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (U) 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.
- (V) 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, trustees, sub-contractors or otherwise.
- (W) To do all such things as may be considered incidental or conducive to the Company's objects or any of them.

The objects of the Company as specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects of the Company and shall not be in anywise limited or restricted by reference to or inference from any other paragraph or the order in which the paragraphs appear or the name of the Company.

4. The liability of the Members is limited.

5. The Company's share capital is £100 divided into 100 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 set opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber

A.H. Thomlinson

Antony Howard Thomlinson
Epworth House
25 City Road
London EC1Y 1BY

One

R.G. Paterson

Ronald George Paterson
Epworth House
25 City Road
London EC1Y 1BY

One

Dated *19th February* 1992

Witness to the above Signatures:- *Elizabeth A. Purdy.*

E.A. Purdy
Epworth House
25 City Road
London EC1Y 1BY

THE COMPANIES ACTS 1985 AND 1989

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LEGISTSHELFCO NO. 123 LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Regulations 24, 46, 54, 64, 101 and 118 of Table A shall not apply to the Company; and in addition to the remaining Regulations of Table A, as varied hereby, the following shall be the Regulations of the Company. The definitions set out in Regulation 1 of Table A shall unless the context otherwise requires apply herein except that the words "Common Seal" shall mean the common seal of the company' shall be deleted.

SHARES

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

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

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

5. The Directors shall be entitled under the general authority conferred by Article 3 hereof to make at any time

before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

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

7. Regulation 6 of Table A shall be read and construed as if the words "sealed with the seal" were deleted and the words "issued in such manner as the Directors may authorise" were inserted in their place.

TRANSFER OF SHARES

8. 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.

GENERAL MEETINGS AND PROCEEDINGS THEREAT

9. Regulation 41 of Table A shall be read and construed as if the words "and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved" were added after the words "directors may determine."

10. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or at least by one Member entitled to vote present in person or by proxy.

11. If the Chairman so agrees an instrument of proxy may be treated as valid notwithstanding that it is received at the appropriate place less than 48 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposed to vote or, in the case of a poll less than 24 hours before the time appointed for the taking of the poll. Regulation 62 of Table A shall take effect accordingly.

12. Subject to any rights or restrictions attached to any Shares on a show of hands every member who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or being a corporation is present by a duly authorised representative or by proxy (in either case not being himself a member entitled to vote) and any member voting in accordance with Regulation 56 of Table A (other than by a person who is himself a member entitled to vote) shall have one vote (PROVIDED THAT any person who is present as proxy and/or representative and/or in accordance with Regulation 56 of Table A for more than one member shall have one vote only) and on a poll every member shall have one vote for every share of which he is the holder.

DIRECTORS

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

14. Regulation 72 of Table A shall be read and construed as if the first sentence were deleted and the following words inserted in its place: "Each and every power authority or discretion under these Articles vested in the Board may be delegated by the Board to a committee consisting of one or more directors and no such power authority or discretion shall be regarded as being incapable of delegation to such a committee".

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

16. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and regulations 94, 95, 96, 97 and 98 of Table A shall be modified accordingly.

17. Any Director may participate in a Meeting of the Directors or of a committee of the Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the Meeting can hear each other. Participation in a Meeting in this manner shall be deemed to constitute presence in person at such Meeting. Regulation 100 of Table A shall take effect accordingly.

INDEMNITY

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

NAMES AND ADDRESSES OF SUBSCRIBERS

A. H. Thomlinson

Antony Howard Thomlinson
Epworth House
25 City Road
London EC1Y 1BY

R. G. Paterson

Ronald George Paterson
Epworth House
25 City Road
London EC1Y 1BY

Dated 19th February 1992

Witness to the above Signatures:- *Elizabeth A. Purdy,*

E.A. Purdy
Epworth House
25 City Road
London EC1Y 1BY

COMPANY NUMBER

THE COMPANIES ACTS 1985 AND 1989

A PRIVATE COMPANY LIMITED BY SHARES

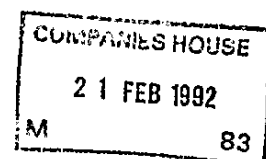
MEMORANDUM & ARTICLES OF ASSOCIATION OF
LEGISTSHELFCO NO. 123 LIMITED

Incorporated the day of 1992

Bischoff & Co.
Epworth House
25 City Road
London EC1Y 1BY

Telephone: 071-628 4222

18A03746-EXP



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

No. 2691695

I hereby certify that

LEGISTSHELFCO NO. 123 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 27 FEBRUARY 1992

M. Rose
M. ROSE

an authorised officer

THE COMPANIES ACTS 1985 TO 1989
A PRIVATE COMPANY LIMITED BY SHARES
LEGISTSHELFCO NO. 123 LIMITED

At an Extraordinary General Meeting of the above-named Company held at Epworth House, 25 City Road London EC1Y 1BY on the 16th day of March 1993 the following Special Resolution was passed:-

SPECIAL RESOLUTION

"THAT the Company having been dormant from the date of its formation makes itself exempt pursuant to Section 252 of the Companies Act 1985 from the obligation to appoint auditors as otherwise required by Section 384 of the Companies Act 1985".

Dated the 16th day of March 1993

R. G. Petersen

.....
Chairman



Company No: 2691695



THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

LEGISTSHELF CO NO. 123 LIMITED

Passed 25th March 1993

At an Extraordinary General Meeting of the above named Company duly convened and held at Epworth House, 25 City Road, London EC1Y 1BY on the 25th day of March 1993 the following resolution was duly passed as a Special Resolution:-

RESOLUTION

"THAT the name of the Company be changed to 23 John Street Management Company Limited."

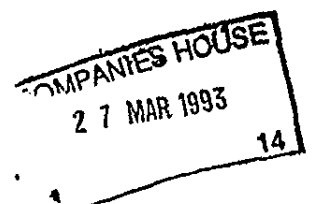
R. G. P. P. P.
.....
Chairman

Presented by:

Bischoff & Co
Epworth House
25 City Road
London EC1Y 1BY

Ref: A/GPW

06D05219-GPW



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**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2691695

I hereby certify that

LEGISTSHELFCO NO. 123 LIMITED

having by special resolution changed its name,

is now incorporated under the name of

23 JOHN STREET MANAGEMENT COMPANY LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 2 APRIL 1993

P. Bevan
P. BEVAN

an authorised officer

Company No: 2691695

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

OF

LEGISTSHELFCO NO. 123 LIMITED

Passed 25th March 1993

At an Extraordinary General Meeting of the above named Company duly convened and held at Epworth House, 25 City Road, London EC1Y 1BY on the 25th day of March 1993 the following resolution was duly passed as a Special Resolution:-

RESOLUTION

"THAT

- (1) of the two issued shares of £1 each in the capital of the Company
 - (a) the one registered in the name of Mr A.H. Thomlinson be redesignated as and converted into an Ordinary Share of £1;
 - (b) the one registered in the name of Mr R.G. Paterson be redesignated as and converted into an Ordinary Share of £1; and


06D05219-GPW



(2) of the ninety-eight authorised but unissued shares of £1 each in the capital of the Company:-

- (a) one be redesignated as and converted into a special rights redeemable preference share of £1;
- (b) ninety-five be redesignated as and converted into Deferred Shares of £1 each; and
- (c) two be redesignated as and converted into Ordinary Shares of £1 each

such Ordinary Shares, special redeemable preference share and Deferred Shares shall have the respective rights attached to them as set out in the new Articles of Association adopted pursuant to the special resolution of even date."



.....
Chairman

Presented by:

Bischoff & Co
Epworth House
25 City Road
London EC1Y 1BY

Ref: A/GPW

06D05219-GPW

Company No: 2691695

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

LEGISTSHELFCO NO. 123 LIMITED

Passed 25th March 1993

At an Extraordinary General Meeting of the above named Company duly convened and held at Epworth House, 25 City Road, London EC1Y 1BY on the 25th day of March 1993 the following resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

"THAT the Memorandum of Association of the Company be altered by the deletion of Clause 3(A) and the substitution therefor of the following:

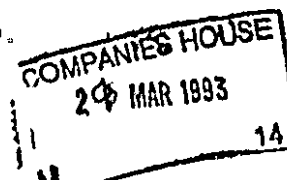
- (a) inserting in clause 3 before the existing sub-clause 3(1) the new sub-clauses 3(1), 3(2) and 3(3) in the form annexed hereto; and
- (b) renumbering the existing sub-clauses 3(1) to 3(35) inclusive as sub-clauses 3(4) to 3(38) consecutively."

.....
Chairman

Presented by:

Bischoff & Co
Epworth House
25 City Road
London EC1Y 1BY

Ref: A/GPW



06D05219-GPW

3. (1) To administer, manage, repair, decorate, maintain and insure the property presently known as 23 John Street London WC1 ("the Property") and to provide and arrange for the provision of such services to the occupants of the Property as may be required from time to time or such as the Company may from time to time agree or think fit to provide and for those purposes to employ all workmen, contractors, agents and professional advisers as may be necessary or desirable, and to enter into all contracts and execute all deeds as shall be requisite and otherwise to perform all obligations and discretionary powers of the Company in relation to the Property.
- (2) To manage, administer and deal with land, buildings and real property, either on its own account or as trustee, nominee or agent.
- (3) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

COMPANY NUMBER 2691695

THE COMPANIES ACTS 1985 AND 1989

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION*

OF

23 JOHN STREET MANAGEMENT COMPANY LIMITED**

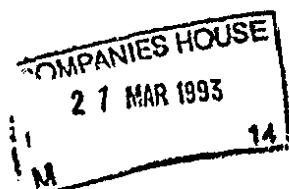
1. The Company's name is "23 JOHN STREET MANAGEMENT COMPANY LIMITED".***
2. The Company's Registered Office is to be situated in England.
3. The objects for which the Company is established are:-
 - (1) To administer, manage, repair, decorate, maintain and insure the property presently known as 23 John Street London WC1 ("the Property") and to provide and arrange for the provision of such services to the occupants of the Property as may be required from time to time or such as the Company may from time to time agree or think fit to provide and for those purposes to employ all workmen, contractors, agents and professional advisers as may be necessary or desirable, and to enter into all contracts and execute all deeds as shall be requisite and otherwise to perform all obligations and discretionary powers of the Company in relation to the Property.
 - (2) To manage, administer and deal with land, buildings and real property, either on its own account or as trustee, nominee or agent.

* Adopted by a Special Resolution passed on 25th March 1993.

** By a Special Resolution passed on 25th March 1993 the name of the Company was changed from Legistshelfco No. 123 Limited to its present name.

*** As amended by a Special Resolution passed on 25th March 1993.

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- (3) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (4) To purchase for investment or resale, and to traffic in land and house and other property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein, and generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property whether real or personal.
- (5) To negotiate for, purchase, sell, hire, exchange, take or grant any building or other lease or agreement for building or other lease or otherwise acquire or deal with real or personal property of all kinds in any part of the world, and in particular, estates, lands, houses, buildings, warehouses, machinery, plant, stores, licences, concessions, rights of way and rights of water, and any rights, easements, privileges or interests which the Board of Directors for the time being of the Company may consider advisable, and either as principal or as agent for or in partnership or conjunction with any person, body or company to work, develop, manage, mortgage, lease or otherwise deal with or share occupation of the whole or any part of such property or rights, with any person including members of the Company on such terms as the company may think fit, whether belonging to the Company or otherwise, and to erect and construct houses, buildings and works of every description, and to clear, manage, farm, cultivate, plant, work, or improve any land or buildings which, or any interest in which may belong to the Company, and to deal with, or otherwise turn to account, any farm or other products of any such land.
- (6) To make, build, erect, layout, equip, construct, maintain, alter, use, manage, pull down, repair, improve and work in any part of the world, dwellinghouses, flats, offices, shops, factories, mills, roads, railways, tramways, telegraph lines, telephones, electric light and power works, canals, reservoirs, waterworks, walls, aqueducts, watercourses, furnaces, gasworks, piers, wharves, docks, quarries, mines, warehouses, steam and other ships, and other works, buildings and conveniences of all kinds which may be deemed expedient for the purposes of the Company and to pay or contribute to the payment of the costs of making, building, maintaining, using and working the same.

- (7) To carry on the business of a Property Investment Company in all or any of its branches and to invest the Capital and other moneys of the Company in the purchase of or to lend the same upon the security of real and personal property of all kinds.
- (8) To purchase or otherwise acquire for investment land, buildings, houses and property and hereditaments, of any tenure or description, in the United Kingdom or elsewhere, and any estate or interest or right therein, including freehold or leasehold ground rents, reversions, mortgages, charges and annuities, and any rights, privileges or easements over the same or connected therewith, and also any real or personal or movable property of any description used or possessed in connection therewith or for the benefit or convenience thereof, and to turn the same to account as may seem expedient.
- (9) To manage, develop, improve, turn to account or otherwise deal with all or any of the properties and rights acquired by the Company, and to plan, lay out and make ready for building or any other purposes any land or hereditaments which may be acquired or controlled by the Company, and to demolish buildings and other erections and works and to erect, reconstruct, alter or improve houses, shops and buildings of every description, and to construct roads, ways, water courses and other works of any kind on or in connection with the properties of the Company or in which the Company is interested.
- (10) To develop the resources of any property for the time being belonging to the Company in such manner as the Board of Directors for the time being of the Company may think fit.
- (11) To carry on in any part of the world any other business or trade whatsoever (whether manufacturing or otherwise) which may seem to the Board of Directors for the time being of the Company capable of being conveniently carried on in connection with or ancillary to any business of the Company or any of its objects or by way of extension thereof or is calculated directly or indirectly to develop any branch of the Company's business or trade or which it may be advisable to undertake with a view to developing, rendering profitable, prospecting, turning to account or enhancing the value of any of the Company's assets or any property, real or personal, belonging to the Company or in which the Company may be interested.
- (12) To carry on any business or branch of a business which the Company is authorised to carry on by means, or through the agency, of any company which is a subsidiary

of the Company, and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time, and either temporarily or permanently, to close any such branch or business.

- (13) To purchase or otherwise acquire and undertake on any terms, and subject to any conditions, the whole or any part of the business, property or liabilities of any person, firm or organisation or the whole or any part of the issued share or loan capital, business, property or liabilities of any company, carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and to pay for any such acquisition either in cash or shares, with or without any preferred or deferred rights, 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 Board of Directors for the time being of the Company may determine.
- (14) To purchase with a view to closing or reselling in whole or in part any business or properties in any part of the world which may seem or be deemed likely to injure by competition or otherwise any business or branch of a business which the Company is authorised to carry on, and to close, abandon, and give up any works or businesses at any time acquired by the Company.
- (15) To apply for, take out, purchase or by other means acquire and hold for any estate or interest, and to protect, prolong and renew, whether in the United Kingdom or elsewhere, any property, assets or any concessions, licences, grants, designs, copyrights, patents, patent rights trademarks or other exclusive or non-exclusive rights of any kind which the Company may be able to acquire or hold as a result of carrying out any of its objects in any part of the world or which may appear to be necessary or convenient for any business of the Company, and to use, develop, turn to account, deal with, or grant licences or privileges in respect of the same in such manner as may be thought expedient.
- (16) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any

other company.

- (17) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any person, firm, company or organisation carrying on, or proposing to carry on, any business within the objects of the Company.
- (18) To act as directors or managers of or to appoint directors or managers of any company which is a subsidiary of the Company, or of any other company in which the Company is or may be interested.
- (19) To manage, supervise and control or to take part in the management, supervision and control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors, trustees, accountants, solicitors or other experts or agents.
- (20) To remunerate any person, firm or company rendering services to the Company, either 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 otherwise as may be thought expedient.
- (21) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.
- (22) To subscribe for, underwrite, purchase, or otherwise acquire and to hold, dispose of, and deal with the shares, stocks, securities and evidences of indebtedness or the rights to participate in profits or other similar documents issued by any government, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange.
- (23) 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.
- (24) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging or creating a lien upon the whole or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by any of such methods, the performance of the obligations of and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities of any person, firm or company including (without prejudice to the generality of the

foregoing) any company which is for the time being the Company's holding company (as defined by Section 154 of the Companies Act 1948) or any other subsidiary (as also defined by the said Section) of the Company's holding company or is otherwise associated in business with the Company.

- (25) To receive money on deposit or loan and to borrow and raise money in any manner and on any terms.
- (26) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking and all or any of the real and personal property, rights and assets (including property, rights and assets to be subsequently acquired) of the Company and all or any of the uncalled capital for the time being of the Company, and to create, issue, make and give either at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (27) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.
- (28) To lend and advance money with or without security to and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons, companies or organisations and in support of such guarantee to mortgage or charge all or any part of the undertaking or property of the Company.
- (29) To undertake and transact all kinds of trust and agency business.
- (30) To grant donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors and other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is a subsidiary of or associated with the Company or of the predecessors in business of the Company or of any such subsidiary or associated company or the wives, widows, families, relatives or dependants of any such persons; and to establish, subsidise, subscribe to or support institutions, associations, clubs, funds or trusts calculated to be for

the benefit of any such persons as aforesaid or otherwise advance the interests and well-being of the Company or of any such other company as aforesaid or of its members; and to make payments for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish and contribute to any scheme for the purchase or subscription by trustees of or for fully-paid shares in the Company or its holding company (if any) to be held by or for the benefit of the Company's employees (including Directors holding a salaried employment or office in the Company) or to lend money to the Company's employees (other than Directors) to enable them to purchase or subscribe for fully-paid shares of the Company or its holding company (if any) to be held by themselves by way of beneficial ownership.

- (31) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which the Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company or any such company.
- (32) To insure with any other company or person the whole or any part of the property of the Company, either fully or partially, and either on the mutual principle or otherwise, against losses, damages, risks and liabilities of all kinds, which may affect the Company, and also to insure in any of the ways aforesaid against all liabilities for injuries suffered by persons in the service of the Company or against any damage or compensation payable under any Act or otherwise.
- (33) To enter into any arrangement with any government or authority, imperial, supreme, municipal, local, or otherwise, or company that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, or company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.
- (34) To take all necessary or proper steps in Parliament or with the authorities, national, local, municipal, or otherwise, of any place in which the Company may have interests, and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members, and to oppose any such steps taken by any other company firm or person which may be

considered likely directly or indirectly to prejudice the interests of the Company or its members.

- (35) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (36) To procure the Company to be registered, incorporated or legally recognised in any foreign country or place and to establish and maintain registers of shareholders in any part of the world.
- (37) To distribute among the members of the Company in specie any property of the Company.
- (38) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere and (b) that, except where the context expressly so requires, none of the several paragraphs of this Clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this Clause, or the objects in such other paragraph specified or the powers thereby conferred.

4. The liability of the Members is limited.

5.* The Company's share capital is £100 divided into 4 ordinary shares of £1 each, 1 special rights redeemable preference share of £1 and 95 deferred shares of £1 each.

* Pursuant to a Special Resolution passed on 25th March 1993 1 of the 100 then existing shares of £1 each was reclassified as 1 special rights redeemable preference shares of £1, 4 were reclassified as Ordinary Shares of £1 each and 95 were reclassified as Deferred 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 set opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber

Anthony Howard Thomlinson
Epworth House
25 City Road
London EC1Y 1BY

One

Ronald George Paterson
Epworth House
25 City Road
London EC1Y 1BY

One

Dated 19th February 1992

Witness to the above Signatures:-

E.A. Purdy
Epworth House
25 City Road
London EC1Y 1BY

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION*

OF

23 JOHN STREET MANAGEMENT COMPANY LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Regulations 24, 46, 54, 64, 73, 74, 75, 82, 83, 88, 102, 103 and 118 of Table A shall not apply to the Company; and in addition to the remaining Regulations of Table A, as varied hereby, the following shall be the Regulations of the Company. The definitions set out in Regulation 1 of Table A shall unless the context otherwise requires apply herein.

DEFINITIONS

2. In these Articles:

"The Property" means

23 John Street London WC1.

"Relevant Transferee" means

any person, firm or corporation who is or becomes entitled to be registered at H.M. Land Registry in respect of any Unit as registered proprietor of that Unit in succession to an existing member.

"Unit" means

one of the four flats situated on the Property.

"Lessee" means

the person who for the time being holds a Unit under a lease of 125 years from 25th day of December 1992.

* Altered by Special Resolution dated 25th March 1993.

- "The Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
- "these Articles" means these Articles of Association or any other articles of association of the Company from time to time in force.
- "The Holder" means in relation to any share the member or in the case of joint holders members whose name(s) is (are) entered in the Register of Members as the holder(s) of that share.
- "The Seal" means the Common Seal of the Company, and includes the official seal (if any) kept by the Company by virtue of Section 40 of the Act.
- "The Special Share" means the one special rights redeemable preference share of £1.
- "The Special Shareholder" means the registered holder for the time being of the Special Share

PRIVATE COMPANY

3. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARES

4. The share capital of the Company is £100 divided into 4 Ordinary Shares of £1 each ("Ordinary Shares"), 1 special rights redeemable preference share of £1 ("Special Share") and 95 Deferred Shares of £1 each ("Deferred Shares").
5. The Deferred Shares shall not carry any rights to vote in General Meetings, no rights to dividends, and no right to participate in a distribution of surplus assets on a winding-up of the Company or other distribution of capital.
6. The Ordinary Shares and the Special Share shall entitle the Holders thereof to the respective rights and privileges and subject them to the respective restrictions and provisions contained in these Articles.
7. Each Ordinary Share shall relate to a specific Unit and may only be held by the Lessee or a Relevant Transferee of that

Unit.

8. The Special Share and all the Ordinary Shares for the time being in issue, shall subject to Article 11 constitute separate classes of shares respectively for the purpose of any resolution which is proposed at any General Meeting which resolution shall require the prior consent in writing of all the Holders of the issued shares in each class or the prior sanction of a Resolution passed at a separate Meeting of the Holders of the shares of each class duly convened and held but save as aforesaid the Ordinary Shares and the Special Share shall constitute one class of share and save as otherwise provided by these Articles the Ordinary Shares and the Special Share shall rank *pari passu*.

9. The Shares of the Company shall be under the control of the Directors and the Directors are authorised for the purpose of Section 80 of the Act to allot any unissued Shares of the Company so that each original Lessee of a Lease will upon such allotment become the holder of one fully paid Ordinary Share in the Company in respect of their Unit PROVIDED THAT where there are two or more Lessees in respect of any Lease they shall be entitled to have such share(s) registered in their joint names. The Ordinary Shares shall be allotted at par on the completion of the grant of a Lease to a Lessee.

10. All shares of the Company (including the Special Share) shall carry the right to receive notice of, attend at and address any General Meeting of the Company.

11. Upon the last Unit being let to a Lessee the Special Share shall subject to the provisions of the Act thereupon be redeemed at par by the Company and the Special Shareholder shall against payment therefor deliver to the Company the share certificate in respect thereof provided always that if it is not possible for the Special Share to be redeemed by the Company at that time in accordance with the Act:

- (i) the Holder thereof shall automatically cease to have any further right to receive notice of to attend or to vote at any General Meeting of the Company;
- (ii) any resolution to alter the Memorandum or Articles of Association thereafter shall not require the Holder's prior sanction; and
- (iii) the Special Share shall be redeemed at par by the Company as soon as it is possible for such redemption to be effected in accordance with the provisions of the Act.

12. The Special Share may be held either beneficially or legally only by News International plc or transferred to the owner for the time being of the freehold interest in the Property.

13. The general authority conferred by Article 9 hereof shall expire on the fifth anniversary of the date of adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.

14. The Directors shall be entitled under the general authority conferred by Article 9 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

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

16. (i) As from the time of adoption of these Articles no person shall be a Holder of any Ordinary Share unless he is a Lessee.

(ii) If any Lessee shall complete the transfer of his Lease without simultaneously transferring to the Purchaser the Ordinary Share(s) in the Company relating to the Unit then the holder of such share(s) shall automatically cease to have any further right to receive notice of, attend or vote at any General Meeting of the Company until such share or shares have been vested in the Lessee for the time being of the Lease in question.

FORFEITURE OF SHARES

17. If the Directors are reasonably satisfied that the Holder of an Ordinary Share is or are no longer a Lessee, they may give fourteen days' notice in writing to such Holder who shall be entitled to make representations in writing to the Directors who may require such supporting evidence as may be reasonably necessary. If such Holder shall not reply to the notice or shall not satisfy the Directors that he is the Lessee of the Lease in respect of which the share was transferred or allotted, the Directors may by resolution forfeit such share.

18. A forfeited share shall be transferred at par by the Directors to the Lessee for the time being of the Lease in respect of which such share was previously held save that if there is no such lessee the share shall be transferred at par to the Company Secretary who shall not for so long as he holds the share be entitled to exercise any voting rights attaching thereto. The Company Secretary shall transfer the share at par to the Lessee of such Lease as soon as the same has been identified or (in the event that such Lease has been forfeit) to the lessee of any lease which is granted in lieu of the Lease which has been forfeit.

TRANSFER OF SHARES

19. The Directors shall decline to register any transfer of any Share whether or not it is a fully paid Share in so far as such transfer is not made to a Relevant Transferee but otherwise the Directors shall have no power to refuse to register a transfer.

20. The price to be paid on the transfer of every Share shall, unless the transferor and transferee otherwise agree, be its nominal value.

21. A member who transfers the legal title to a Unit shall be obliged at the same time to transfer his Share to the Relevant Transferee.

GENERAL MEETINGS AND PROCEEDINGS THEREAT

22. No business shall be transacted at any meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted each being a member or a proxy for a member shall be a quorum save that while the Special Share remains in issue no General Meeting shall be quorate unless the Special Shareholder is represented by a duly authorised representative or by proxy.

23. At any General Meeting a resolution put to the vote shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Member entitled to vote who is present in person or by proxy.

24. If the Chairman so agrees an instrument of proxy may be treated as valid notwithstanding that it is received at the appropriate place less than 48 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposed to vote or, in the case of a poll less than 24 hours before the time appointed for the taking of the poll. Regulation 62 of Table A shall take effect accordingly.

25. A resolution to alter the rights attached to the Ordinary Shares, the Special Share or the Deferred Shares or to alter these Articles must be passed unanimously. All other business shall be deemed special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts balance sheets and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet, the election of Directors in the place of those retiring, the re-appointment of the retiring Auditors and the fixing of remuneration of the Auditors.

26. No member (other than the Special Shareholder) shall be entitled to vote at any General Meeting of the Company unless at

the time of such meeting he is a Lessee of a Lease and is the registered holder either alone or jointly of the share allotted or transferred in respect of such Lease.

27. In the case of joint Holders the vote of the senior holder of the vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint Holders; and seniority will be determined by the order in which the names of the Holders stand in the Register of Members.

DIRECTORS

28. Each Lessee shall subject to Regulation 81 of Table A be a director, except that where a Lease is held by two or more persons only one such person as agreed shall be a director.

29. Until such time as the Special Share has been redeemed or disenfranchised under Article 11 the Special Shareholder shall have the right to appoint up to 2 persons to be Directors by notice in writing to the Company and by notice in writing to the Company to dismiss any and all Directors so appointed and appoint any other person in place of any Director so dismissed.

30. No Director shall be entitled to any remuneration fees or other benefits from the Company. Directors may be reimbursed the amount of necessary expenses incurred in the exercise of their office if authorised by the Directors of the Company.

31. A Director can only appoint another director to be his alternate.

32. Unless otherwise determined by ordinary resolution the number of Directors (other than Alternate Directors) shall not be subject to any maximum but shall be not less than three or more than six.

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

34. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary on the requisition of a Director shall, at any time call a Meeting of the Directors. It shall not be necessary to give notice of a Meeting to any Director who is absent from the United Kingdom. Questions arising at a Meeting shall be decided by a majority of votes provided always that until such time as the Special Share has been redeemed or disenfranchised under Article 11 the Director or Directors appointed by the Special Shareholder shall have such total number of votes as is equal to the number of votes which are capable of being cast in aggregate by the other Directors of the Company

from time to time. The Chairman shall not have a second or casting vote. A Director who is also an Alternate Director shall be entitled, in the absence of his appointor, to a separate vote on behalf of his appointor in addition to his own vote.

35. The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed at any other number shall be two PROVIDED that until the Special Share has been redeemed or disenfranchised in accordance with Article 11 no meeting of the Directors shall be quorate unless at least one Director appointed by the Special Shareholder under Article 29 shall be present along with at least one Director appointed by reason of being a Lessee under Article 28. A person who holds office only as an Alternate Director shall, if his appointor is not present, be counted in the quorum.

36. If the Directors are required to vote upon a resolution concerning enforcement by the Company of a covenant or covenants in a lease or other tenancy agreement relating to the Property or any part thereof where the alleged breach of covenant is material (or where such alleged breach is not material but has not been remedied within ten working days of written notice of the breach having been given) or upon a resolution to give any consent or notification requested by a Lessee under the terms of any Lease then a Director who is the tenant under any such Lease or tenancy agreement mentioned in the resolution shall not be entitled to vote but shall be counted in the quorum and the Directors who are entitled to vote shall be obliged to act reasonably in doing so having regard to the interests of the Company.

37. Except as provided for in Article 36, a Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and regulations 94, 95, 96, 97 and 98 of Table A shall be modified accordingly.

38. Any Director may participate in a Meeting of the Directors or of a committee of the Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the Meeting can hear each other. Participation in a Meeting in this manner shall be deemed to constitute presence in person at such Meeting. Regulation 100 of Table A shall take effect accordingly.

39. On a vote to remove a Lessee as a director in general meeting no share shall carry any right to vote except that share held by the Lessee whose removal is proposed.

DIVIDENDS

40. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company provided that nothing herein shall prevent any payment in good faith to any Director, Officer, Servant or member of the Company of reasonable and proper remuneration for any services rendered to the Company, of interest on money lent to the Company at a reasonable and proper rate or of reasonable and proper rent for premises demised or let to the Company.

INDEMNITY

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

NAMES AND ADDRESSES OF SUBSCRIBERS

Antony Howard Thomlinson
Epworth House
25 City Road
London EC1Y 1BY

Ronald George Paterson
Epworth House
25 City Road
London EC1Y 1BY

Dated the 19th day of February 1992.

Witness to the above Signatures:-

E.A. Puddy
Epworth House
25 City Road
London EC1Y 1BY

18A04826-GPW

Company No: 2691695

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

LEGISTSHELFCO NO. 123 LIMITED

At an Extraordinary General Meeting of the above named Company duly convened and held at Epworth House, 25 City Road, London EC1Y 1BY on the 25th day of March 1993 the following resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

"THAT the Articles of Association in the form produced to the Meeting and initialled by the Chairman for identification be adopted as the Articles of Association by the Company in substitution for and to the exclusion of all existing Articles of Association."



Chairman

Presented by:

Bischoff & Co
Epworth House
25 City Road
London EC1Y 1BY

Ref: A/GPW

06D05219-GPW



COMPANY NUMBER 2691695

THE COMPANIES ACTS 1985 AND 1989

A PRIVATE COMPANY LIMITED BY SHARES


MEMORANDUM & ARTICLES OF ASSOCIATION OF
23 JOHN STREET MANAGEMENT COMPANY LIMITED

Incorporated the 27th day of February 1992

Bischoff & Co.
P.O. Box 613
Epworth House
25 City Road
London EC1Y 1BY

Telephone: 071-628 4222

18A04826-GPW



COMPANY NUMBER 2691695

THE COMPANIES ACTS 1985 AND 1989

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION*

OF

23 JOHN STREET MANAGEMENT COMPANY LIMITED**

1. The Company's name is "23 JOHN STREET MANAGEMENT COMPANY LIMITED".***
2. The Company's Registered Office is to be situated in England.
3. The objects for which the Company is established are:-
 - (1) To administer, manage, repair, decorate, maintain and insure the property presently known as 23 John Street London WC1 ("the Property") and to provide and arrange for the provision of such services to the occupants of the Property as may be required from time to time or such as the Company may from time to time agree or think fit to provide and for those purposes to employ all workmen, contractors, agents and professional advisers as may be necessary or desirable, and to enter into all contracts and execute all deeds as shall be requisite and otherwise to perform all obligations and discretionary powers of the Company in relation to the Property.
 - (2) To manage, administer and deal with land, buildings and real property, either on its own account or as trustee, nominee or agent.

* Adopted by a Special Resolution passed on 25th March 1993.

** By a Special Resolution passed on 25th March 1993 the name of the Company was changed from Legistshelfco No. 123 Limited to its present name.

*** As amended by a Special Resolution passed on 25th March 1993.

18A04826-GPW

- (3) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- (4) To purchase for investment or resale, and to traffic in land and house and other property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein, and generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property whether real or personal.
- (5) To negotiate for, purchase, sell, hire, exchange, take or grant any building or other lease or agreement for building or other lease or otherwise acquire or deal with real or personal property of all kinds in any part of the world, and in particular, estates, lands, houses, buildings, warehouses, machinery, plant, stores, licences, concessions, rights of way and rights of water, and any rights, easements, privileges or interests which the Board of Directors for the time being of the Company may consider advisable, and either as principal or as agent for or in partnership or conjunction with any person, body or company to work, develop, manage, mortgage, lease or otherwise deal with or share occupation of the whole or any part of such property or rights, with any person including members of the Company on such terms as the company may think fit, whether belonging to the Company or otherwise, and to erect and construct houses, buildings and works of every description, and to clear, manage, farm, cultivate, plant, work, or improve any land or buildings which, or any interest in which may belong to the Company, and to deal with, or otherwise turn to account, any farm or other products of any such land.
- (6) To make, build, erect, layout, equip, construct, maintain, alter, use, manage, pull down, repair, improve and work in any part of the world, dwellinghouses, flats, offices, shops, factories, mills, roads, railways, tramways, telegraph lines, telephones, electric light and power works, canals, reservoirs, waterworks, walls, aqueducts, watercourses, furnaces, gasworks, piers, wharves, docks, quarries, mines, warehouses, steam and other ships, and other works, buildings and conveniences of all kinds which may be deemed expedient for the purposes of the Company and to pay or contribute to the payment of the costs of making, building, maintaining, using and working the same.

- (7) To carry on the business of a Property Investment Company in all or any of its branches and to invest the Capital and other moneys of the Company in the purchase of or to lend the same upon the security of real and personal property of all kinds.
- (8) To purchase or otherwise acquire for investment land, buildings, houses and property and hereditaments, of any tenure or description, in the United Kingdom or elsewhere, and any estate or interest or right therein, including freehold or leasehold ground rents, reversions, mortgages, charges and annuities, and any rights, privileges or easements over the same or connected therewith, and also any real or personal or movable property of any description used or possessed in connection therewith or for the benefit or convenience thereof, and to turn the same to account as may seem expedient.
- (9) To manage, develop, improve, turn to account or otherwise deal with all or any of the properties and rights acquired by the Company, and to plan, lay out and make ready for building or any other purposes any land or hereditaments which may be acquired or controlled by the Company, and to demolish buildings and other erections and works and to erect, reconstruct, alter or improve houses, shops and buildings of every description, and to construct roads, ways, water courses and other works of any kind on or in connection with the properties of the Company in which the Company is interested.
- (10) To develop the resources of any property for the time being belonging to the Company in such manner as the Board of Directors for the time being of the Company may think fit.
- (11) To carry on in any part of the world any other business or trade whatsoever (whether manufacturing or otherwise) which may seem to the Board of Directors for the time being of the Company capable of being conveniently carried on in connection with or ancillary to any business of the Company or any of its objects or by way of extension thereof or is calculated directly or indirectly to develop any branch of the Company's business or trade or which it may be advisable to undertake with a view to developing, rendering profitable, prospecting, turning to account or enhancing the value of any of the Company's assets or any property, real or personal, belonging to the Company or in which the Company may be interested.
- (12) To carry on any business or branch of a business which the Company is authorised to carry on by means, or through the agency, of any company which is a subsidiary

of the Company, and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time, and either temporarily or permanently, to close any such branch or business.

- (13) To purchase or otherwise acquire and undertake on any terms, and subject to any conditions, the whole or any part of the business, property or liabilities of any person, firm or organisation or the whole or any part of the issued share or loan capital, business, property or liabilities of any company, carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and to pay for any such acquisition either in cash or shares, with or without any preferred or deferred rights, 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 Board of Directors for the time being of the Company may determine.
- (14) To purchase with a view to closing or reselling in whole or in part any business or properties in any part of the world which may seem or be deemed likely to injure by competition or otherwise any business or branch of a business which the Company is authorised to carry on, and to close, abandon, and give up any works or businesses at any time acquired by the Company.
- (15) To apply for, take out, purchase or by other means acquire and hold for any estate or interest, and to protect, prolong and renew, whether in the United Kingdom or elsewhere, any property, assets or any concessions, licences, grants, designs, copyrights, patents, patent rights, trademarks or other exclusive or non-exclusive rights of any kind which the Company may be able to acquire or hold as a result of carrying out any of its objects in any part of the world or which may appear to be necessary or convenient for any business of the Company, and to use, develop, turn to account, deal with, or grant licences or privileges in respect of the same in such manner as may be thought expedient.
- (16) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any

other company.

- (17) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any person, firm, company or organisation carrying on, or proposing to carry on, any business within the objects of the Company.
- (18) To act as directors or managers of or to appoint directors or managers of any company which is a subsidiary of the Company, or of any other company in which the Company is or may be interested.
- (19) To manage, supervise and control or to take part in the management, supervision and control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors, trustees, accountants, solicitors or other experts or agents.
- (20) To remunerate any person, firm or company rendering services to the Company, either 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 otherwise as may be thought expedient.
- (21) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.
- (22) To subscribe for, underwrite, purchase, or otherwise acquire and to hold, dispose of, and deal with the shares, stocks, securities and evidences of indebtedness or the rights to participate in profits or other similar documents issued by any government, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange.
- (23) 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.
- (24) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging or creating a lien upon the whole or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by any of such methods, the performance of the obligations of and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities of any person, firm or company including (without prejudice to the generality of the

foregoing) any company which is for the time being the Company's holding company (as defined by Section 154 of the Companies Act 1948) or any other subsidiary (as also defined by the said Section) of the Company's holding company or is otherwise associated in business with the Company.

- (25) To receive money on deposit or loan and to borrow and raise money in any manner and on any terms.
- (26) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking and all or any of the real and personal property, rights and assets (including property, rights and assets to be subsequently acquired) of the Company and all or any of the uncalled capital for the time being of the Company, and to create, issue, make and give either at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (27) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferrable or otherwise.
- (28) To lend and advance money with or without security to and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons, companies or organisations and in support of such guarantee to mortgage or charge all or any part of the undertaking or property of the Company.
- (29) To undertake and transact all kinds of trust and agency business.
- (30) To grant donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors and other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is a subsidiary of or associated with the Company or of the predecessors in business of the Company or of any such subsidiary or associated company or the wives, widows, families, relatives or dependants of any such persons; and to establish, subsidise, subscribe to or support institutions, associations, clubs, funds or trusts calculated to be for

the benefit of any such persons as aforesaid or otherwise advance the interests and well-being of the Company or of any such other company as aforesaid or of its members; and to make payments for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish and contribute to any scheme for the purchase or subscription by trustees of or for fully-paid shares in the Company or its holding company (if any) to be held by or for the benefit of the Company's employees (including Directors holding a salaried employment or office in the Company) or to lend money to the Company's employees (other than Directors) to enable them to purchase or subscribe for fully-paid shares of the Company or its holding company (if any) to be held by themselves by way of beneficial ownership.

- (31) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which the Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company or any such company.
- (32) To insure with any other company or person the whole or any part of the property of the Company, either fully or partially, and either on the mutual principle or otherwise, against losses, damages, risks and liabilities of all kinds, which may affect the Company, and also to insure in any of the ways aforesaid against all liabilities for injuries suffered by persons in the service of the Company or against any damage or compensation payable under any Act or otherwise.
- (33) To enter into any arrangement with any government or authority, imperial, supreme, municipal, local, or otherwise, or company that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, or company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.
- (34) To take all necessary or proper steps in Parliament or with the authorities, national, local, municipal, or otherwise, of any place in which the Company may have interests, and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members, and to oppose any such steps taken by any other company firm or person which may be

considered likely directly or indirectly to prejudice the interests of the Company or its members.

- (35) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (36) To procure the Company to be registered, incorporated or legally recognised in any foreign country or place and to establish and maintain registers of shareholders in any part of the world.
- (37) To distribute among the members of the Company in specie any property of the Company.
- (38) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere and (b) that, except where the context expressly so requires, none of the several paragraphs of this Clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this Clause, or the objects in such other paragraph specified or the powers thereby conferred.

4. The liability of the Members is limited.

5.* The Company's share capital is £100 divided into 4 ordinary shares of £1 each, 1 special rights redeemable preference share of £1 and 95 deferred shares of £1 each.

* Pursuant to a Special Resolution passed on 25th March 1993 1 of the 100 then existing shares of £1 each was reclassified as 1 special rights redeemable preference shares of £1, 4 were reclassified as Ordinary Shares of £1 each and 95 were reclassified as Deferred 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 set opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber

Antony Howard Thomlinson
Epworth House
25 City Road
London EC1Y 1BY

One

Ronald George Paterson
Epworth House
25 City Road
London EC1Y 1BY

One

Dated 19th February 1992

Witness to the above Signatures:-

E.A. Purdy
Epworth House
25 City Road
London EC1Y 1BY

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION*

OF

23 JOHN STREET MANAGEMENT COMPANY LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Regulations 24, 45, 54, 64, 73, 74, 75, 82, 83, 88, 102, 103 and 118 of Table A shall not apply to the Company; and in addition to the remaining Regulations of Table A, as varied hereby, the following shall be the Regulations of the Company. The definitions set out in Regulation 1 of Table A shall unless the context otherwise requires apply herein.

DEFINITIONS

2. In these Articles:

- | | |
|-----------------------------|---|
| "The Property" means | 23 John Street London WC1. |
| "Relevant Transferee" means | any person, firm or corporation who is or becomes entitled to be registered at H.M. Land Registry in respect of any Unit as registered proprietor of that Unit in succession to an existing member. |
| "Unit" means | one of the four flats situated on the Property. |
| "Lessee" means | the person who for the time being holds a Unit under a lease of 125 years from 25th day of December 1992. |

* Altered by Special Resolution dated 25th March 1993.

- "The Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
- "these Articles" means these Articles of Association or any other articles of association of the Company from time to time in force.
- "The Holder" means in relation to any share the member or in the case of joint holders members whose name(s) is (are) entered in the Register of Members as the holder(s) of that share.
- "The Seal" means the Common Seal of the Company, and includes the official seal (if any) kept by the Company by virtue of Section 40 of the Act.
- "The Special Share" means the one special rights redeemable preference share of £1.
- "The Special Shareholder" means the registered holder for the time being of the Special Share

PRIVATE COMPANY

3. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARES

4. The share capital of the Company is £100 divided into 4 Ordinary Shares of £1 each ("Ordinary Shares"), 1 special rights redeemable preference share of £1 ("Special Share") and 95 Deferred Shares of £1 each ("Deferred Shares").
5. The Deferred Shares shall not carry any rights to vote in General Meetings, no rights to dividends, and no right to participate in a distribution of surplus assets on a winding-up of the Company or other distribution of capital.
6. The Ordinary Shares and the Special Share shall entitle the Holders thereof to the respective rights and privileges and subject them to the respective restrictions and provisions contained in these Articles.
7. Each Ordinary Share shall relate to a specific Unit and may only be held by the Lessee or a Relevant Transferee of that

Unit.

8. The Special Share and all the Ordinary Shares for the time being in issue, shall subject to Article 11 constitute separate classes of shares respectively for the purpose of any resolution which is proposed at any General Meeting which resolution shall require the prior consent in writing of all the Holders of the issued shares in each class or the prior sanction of a Resolution passed at a separate Meeting of the Holders of the shares of each class duly convened and held but save as aforesaid the Ordinary Shares and the Special Share shall constitute one class of share and save as otherwise provided by these Articles the Ordinary Shares and the Special Share shall rank *pari passu*.

9. The Shares of the Company shall be under the control of the Directors and the Directors are authorised for the purpose of Section 80 of the Act to allot any unissued Shares of the Company so that each original Lessee of a Lease will upon such allotment become the holder of one fully paid Ordinary Share in the Company in respect of their Unit PROVIDED THAT where there are two or more Lessees in respect of any Lease they shall be entitled to have such share(s) registered in their joint names. The Ordinary Shares shall be allotted at par on the completion of the grant of a Lease to a Lessee.

10. All shares of the Company (including the Special Share) shall carry the right to receive notice of, attend at and address any General Meeting of the Company.

11. Upon the last Unit being let to a Lessee the Special Share shall subject to the provisions of the Act thereupon be redeemed at par by the Company and the Special Shareholder shall against payment therefor deliver to the Company the share certificate in respect thereof provided always that if it is not possible for the Special Share to be redeemed by the Company at that time in accordance with the Act:

- (i) the Holder thereof shall automatically cease to have any further right to receive notice of to attend or to vote at any General Meeting of the Company;
- (ii) any resolution to alter the Memorandum or Articles of Association thereafter shall not require the Holder's prior sanction; and
- (iii) the Special Share shall be redeemed at par by the Company as soon as it is possible for such redemption to be effected in accordance with the provisions of the Act.

12. The Special Share may be held either beneficially or legally only by News International plc or transferred to the owner for the time being of the freehold interest in the Property.

13. The general authority conferred by Article 9 hereof shall expire on the fifth anniversary of the date of adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.

14. The Directors shall be entitled under the general authority conferred by Article 9 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

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

16. (i) As from the time of adoption of these Articles no person shall be a Holder of any Ordinary Share unless he is a Lessee.

(ii) If any Lessee shall complete the transfer of his Lease without simultaneously transferring to the Purchaser the Ordinary Share(s) in the Company relating to the Unit then the holder of such share(s) shall automatically cease to have any further right to receive notice of, attend or vote at any General Meeting of the Company until such share or shares have been vested in the Lessee for the time being of the Lease in question.

FORFEITURE OF SHARES

17. If the Directors are reasonably satisfied that the Holder of an Ordinary Share is or are no longer a Lessee, they may give fourteen days' notice in writing to such Holder who shall be entitled to make representations in writing to the Directors who may require such supporting evidence as may be reasonably necessary. If such Holder shall not reply to the notice or shall not satisfy the Directors that he is the Lessee of the Lease in respect of which the share was transferred or allotted, the Directors may by resolution forfeit such share.

18. A forfeited share shall be transferred at par by the Directors to the Lessee for the time being of the Lease in respect of which such share was previously held save that if there is no such lessee the share shall be transferred at par to the Company Secretary who shall not for so long as he holds the share be entitled to exercise any voting rights attaching thereto. The Company Secretary shall transfer the share at par to the Lessee of such Lease as soon as the same has been identified or (in the event that such Lease has been forfeit) to the lessee of any lease which is granted in lieu of the Lease which has been forfeit.

TRANSFER OF SHARES

19. The Directors shall decline to register any transfer of any Share whether or not it is a fully paid Share in so far as such transfer is not made to a Relevant Transferee but otherwise the Directors shall have no power to refuse to register a transfer.

20. The price to be paid on the transfer of every Share shall, unless the transferor and transferee otherwise agree, be its nominal value.

21. A member who transfers the legal title to a Unit shall be obliged at the same time to transfer his Share to the Relevant Transferee.

GENERAL MEETINGS AND PROCEEDINGS THEREAT

22. No business shall be transacted at any meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted each being a member or a proxy for a member shall be a quorum save that while the Special Share remains in issue no General Meeting shall be quorate unless the Special Shareholder is represented by a duly authorised representative or by proxy.

23. At any General Meeting a resolution put to the vote shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one Member entitled to vote who is present in person or by proxy.

24. If the Chairman so agrees an instrument of proxy may be treated as valid notwithstanding that it is received at the appropriate place less than 48 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposed to vote or, in the case of a poll less than 24 hours before the time appointed for the taking of the poll. Regulation 62 of Table A shall take effect accordingly.

25. A resolution to alter the rights attached to the Ordinary Shares, the Special Share or the Deferred Shares or to alter these Articles must be passed unanimously. All other business shall be deemed special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts balance sheets and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet, the election of Directors in the place of those retiring, the re-appointment of the retiring Auditors and the fixing of remuneration of the Auditors.

26. No member (other than the Special Shareholder) shall be entitled to vote at any General Meeting of the Company unless at

the time of such meeting he is a Lessee of a Lease and is the registered holder either alone or jointly of the share allotted or transferred in respect of such Lease.

27. In the case of joint Holders the vote of the senior holder of the vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint Holders; and seniority will be determined by the order in which the names of the Holders stand in the Register of Members.

DIRECTORS

28. Each Lessee shall subject to Regulation 81 of Table A be a director, except that where a Lease is held by two or more persons only one such person as agreed shall be a director.

29. Until such time as the Special Share has been redeemed or disenfranchised under Article 11 the Special Shareholder shall have the right to appoint up to 2 persons to be Directors by notice in writing to the Company and by notice in writing to the Company to dismiss any and all Directors so appointed and appoint any other person in place of any Director so dismissed.

30. No Director shall be entitled to any remuneration fees or other benefits from the Company. Directors may be reimbursed the amount of necessary expenses incurred in the exercise of their office if authorised by the Directors of the Company.

31. A Director can only appoint another director to be his alternate.

32. Unless otherwise determined by ordinary resolution the number of Directors (other than Alternate Directors) shall not be subject to any maximum but shall be not less than three or more than six.

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

34. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary on the requisition of a Director shall, at any time call a Meeting of the Directors. It shall not be necessary to give notice of a Meeting to any Director who is absent from the United Kingdom. Questions arising at a Meeting shall be decided by a majority of votes provided always that until such time as the Special Share has been redeemed or disenfranchised under Article 11 the Director or Directors appointed by the Special Shareholder shall have such total number of votes as is equal to the number of votes which are capable of being cast in aggregate by the other Directors of the Company

from time to time. The Chairman shall not have a second or casting vote. A Director who is also an Alternate Director shall be entitled, in the absence of his appointor, to a separate vote on behalf of his appointor in addition to his own vote.

35. The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed at any other number shall be two PROVIDED that until the Special Share has been redeemed or disenfranchised in accordance with Article 11 no meeting of the Directors shall be quorate unless at least one Director appointed by the Special Shareholder under Article 29 shall be present along with at least one Director appointed by reason of being a Lessee under Article 28. A person who holds office only as an Alternate Director shall, if his appointor is not present, be counted in the quorum.

36. If the Directors are required to vote upon a resolution concerning enforcement by the Company of a covenant or covenants in a lease or other tenancy agreement relating to the Property or any part thereof where the alleged breach of covenant is material (or where such alleged breach is not material but has not been remedied within ten working days of written notice of the breach having been given) or upon a resolution to give any consent or notification requested by a Lessee under the terms of any Lease then a Director who is the tenant under any such Lease or tenancy agreement mentioned in the resolution shall not be entitled to vote but shall be counted in the quorum and the Directors who are entitled to vote shall be obliged to act reasonably in doing so having regard to the interests of the Company.

37. Except as provided for in Article 36, a Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and regulations 94, 95, 96, 97 and 98 of Table A shall be modified accordingly.

38. Any Director may participate in a Meeting of the Directors or of a committee of the Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the Meeting can hear each other. Participation in a Meeting in this manner shall be deemed to constitute presence in person at such Meeting. Regulation 100 of Table A shall take effect accordingly.

39. On a vote to remove a Lessee as a director in general meeting no share shall carry any right to vote except that share held by the Lessee whose removal is proposed.

DIVIDENDS

40. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company provided that nothing herein shall prevent any payment in good faith to any Director, Officer, Servant or member of the Company of reasonable and proper remuneration for any services rendered to the Company, of interest on money lent to the Company at a reasonable and proper rate or of reasonable and proper rent for premises demised or let to the Company.

INDEMNITY

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

NAMES AND ADDRESSES OF SUBSCRIBERS

Antony Howard Thomlinson
Epworth House
25 City Road
London EC1Y 1BY

Ronald George Paterson
Epworth House
25 City Road
London EC1Y 1BY

Dated the 19th day of February 1992.

Witness to the above Signatures:-

E.A. Purdy
Epworth House
25 City Road
London EC1Y 1BY

G

COMPANIES FORM No. 225(1)

225(1)

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

Please do not write in this margin.

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

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

1. To the Registrar of Companies
(Address overleaf—Note 6)

Company number

2691695

Name of company

*Insert full name of company.

23 John Street Management Company Limited

Note

Details of day and month in 2, 3 and 4 should be the same.

Please read notes 1 to 5 overleaf before completing this form.

†Delete as appropriate.

2. 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 6

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

Day Month Year

3 0 0 6 1 9 9 4

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary] [parent]† undertaking of _____

_____ company number _____

the accounting reference date of which is _____

5. 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(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on _____ and it is still in force.

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

Signed

Designation†

Company Secretary

Date 8 February 1994

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

G B Hood
News International plc
PO Box 495
Virginia Street
London E1 9XY

For official use
D.E.B.

Post room

10 FEB 1994

HOUSE