

**G****COMPANIES FORM No. 12****12****Statutory Declaration of compliance  
with requirements on application  
for registration of a company**Please do not  
write in  
this margin

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

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

To the Registrar of Companies

For official use

For official use

Name of company

\* **LANSGING LINDE TRIFIK LIMITED**\* Insert full  
name of Company

I, CHARLOTTE FISHER, as representative of HUNTSMOOR NOMINEES LIMITED  
of 180 FLEET STREET  
LONDON  
EC4A 2NT

† delete as  
appropriate

do solemnly and sincerely declare that I am a ~~Solicitor engaged in the formation of the company~~  
[person named as director or secretary of the company in the statement delivered to the registrar  
under section 10(2)] † and that all the requirements of the above Act in respect of the registration of the  
above company and of matters precedent and incidental to it have been complied with.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at 1 Fetter Lane  
London EC4

Declarant to sign below

the 12<sup>th</sup> day of February  
One thousand nine hundred and ninety three  
before me N Stewart (N. STEWART)

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

FOR AND ON BEHALF OF  
**HUNTSMOOR NOMINEES LIMITED**

Presentor's name address and  
reference (if any):  
**TAYLOR JOYNSON GARRETT**  
**180 FLEET STREET**  
**LONDON**  
**EC4A 2NT**

PBK/CAF  
TEL: 071.430.1122 X2374

For official Use  
New Companies Section

Post room

Package: 'Laserform'  
by Laserform International Ltd.

Companies House Approval No: CHA 116

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 2791930

For official use ☐ G

LANSING LINDE TRIFIK LIMITED

Registered office of the company on  
incorporation.

☐ RO 180 FLEET STREET

Post town LONDON

County/Region

Postcode EC4A 2NT

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

Name TAYLOR JOYNSON GARRETT

☐ RA 180 FLEET STREET

Post town LONDON

County/Region

Postcode EC4A 2NT

Number of continuation sheets attached ☐

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

CHARLOTTE FISHER, TAYLOR JOYNSON GARRETT

180 FLEET STREET

LONDON

Postcode EC4A 2NT

Telephone 071.430.1122

Extension 2374

## Company Secretary

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.

Consent signature

<b>CS</b>			
HUNTSMOOR NOMINEES LIMITED			
<b>AD</b>	180 FLEET STREET		
Post town	LONDON		
County/Region			
Postcode	EC4A 2NT	Country	ENGLAND
I consent to act as secretary of the company named on page 1			
Signed	<i>Charles W. Fisher</i> FOR AND ON BEHALF OF HUNTSMOOR NOMINEES LIMITED		Date 12.2.93

## Directors

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.

Date of birth   
Business occupation   
Other directorships

\* Voluntary details

Consent signature

<b>CD</b>			
HUNTSMOOR LIMITED			
<b>AD</b>	180 FLEET STREET		
Post town	LONDON		
County/Region			
Postcode	EC4A 2NT	Country	ENGLAND
<b>DO</b>	<input type="text"/>	Nationality	<b>NA</b>
<b>OC</b>	LIMITED COMPANY		
<b>OD</b>	NONE		
I consent to act as director of the company named on page 1			
Signed	<i>Charles W. Fisher</i> FOR AND ON BEHALF OF HUNTSMOOR LTD.		Date 12.2.93

**Directors** (continued)

Name \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

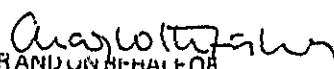
**Address**

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

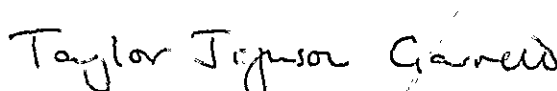
Date of birth  
Business occupation  
Other directorships

\* Voluntary details

**Consent signature**

<b>CD</b>			
	HUNTSMOOR NOMINEES LIMITED		
<b>AD</b>	180 FLEET STREET		
	Post town	LONDON	
	County/Region		
	Postcode	EC4A 2NT	Country ENGLAND
<b>DO</b>			Nationality <b>NA</b>
<b>OC</b>	LIMITED COMPANY		
<b>OD</b>	NONE		
I consent to act as director of the company named on page 1			
 FOR AND ON BEHALF OF <b>HUNTSMOOR NOMINEES LIMITED</b>			
Signed		Date	12.2.93

Delete if the form  
 is signed by the  
 subscribers.

	
Signature of agent on behalf of all subscribers	Date 12.2.93

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

## Notes

- 1 Show for an individual the full forenames NOT INITIALS and surnames together with any previous forenames or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forenames or surname except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

In the case of a peer, or an individual usually known by a British title, you may state the title instead of or in addition to the forenames and surname and you need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

- 2 Directors known by another description:

A director includes any person who occupies that position even if called by a different name, for example, governor, member of council. It also includes a shadow director.

- 3 Directors details:

Show for each individual director their date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

- 4 Other directorships:

Give the name of every company of which the individual concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either is or at **all times during the past 5 years** when the person was a director was

- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return,
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper.

- 5 Use photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's name and number.

- 6 The address for companies registered in England and Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
100-102 George Street  
Edinburgh  
EH2 3DJ

2791930

THE COMPANIES ACTS 1985 TO 1989

\_\_\_\_\_  
COMPANY LIMITED BY SHARES  
\_\_\_\_\_



MEMORANDUM OF ASSOCIATION

of

LANSING LINDE TRIFIK LIMITED

1. The name of the Company is LANSING LINDE TRIFIK LIMITED.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:
  - (1) To engage in any activity of whatsoever nature in which a person may lawfully engage whether with a view to profit or otherwise howsoever including (without prejudice to the generality of the foregoing) carrying on either on the company's own account or otherwise all or any of the businesses of general merchants and traders, manufacturers, retailers, wholesalers, buyers, sellers, distributors, importers and exporters, and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description; participating in, undertaking, performing and carrying on all kinds of commercial, industrial, trading and financial operations and enterprises; carrying on either on the Company's own account or otherwise all or any of the businesses of manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, stock brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, dealers in and lessors and developers of land and buildings, marketing and business consultants, advertising agents and contractors, public relations

523577

advisers and consultants, general storekeepers, warehousemen, discount traders, mail order traders, railway, shipping and forwarding agents, shippers, capitalists and financiers, printers and publishers, caterers, restaurateurs, haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds; engaging in all kinds of artistic, cultural, educational and scientific activities and the promotion thereof; engaging in all kinds of research and development and purchasing or otherwise acquiring and taking over any businesses or undertakings which may be deemed expedient, or to become interested in, and carrying on or disposing of, remove or put an end to the same or otherwise dealing with any such businesses or undertakings as may be thought desirable.

- (2) To carry on in any part of the world any other business or activity which may seem to the directors of the Company capable of being conveniently or advantageously carried on in connection with any of the above businesses or directly or indirectly to further or facilitate the objects of the Company or to enhance the value of or render more profitable any of the Company's property or assets.
- (3) To purchase, take on lease, or in exchange, hire or otherwise acquire, hold and manage any lands or buildings of freehold, leasehold or other tenure or any estate or interest therein, and any other property of any description, whether real or personal, and any easements privileges options or rights over through under the same or in connection therewith, and to develop, deal with and turn the same to account in all respects as may seem expedient.
- (4) To construct, erect, maintain, alter, replace, or remove any buildings, works, offices, erections, plant, machinery, tools or equipment as may seem desirable for any of the businesses of or in the interests of the Company, and to manufacture, buy, sell and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently or advantageously dealt with in connection with any of the Company's objects.

- (5) Either with or without the Company receiving any consideration or advantage, direct or indirect, therefrom, to transfer by way of gift or at an undervalue or otherwise all or any part of the assets or property of the Company to or enter into any arrangement at an undervalue with any person including without prejudice to the generality of the foregoing any holding company subsidiary company or fellow subsidiary company; to waive or release, with or without consideration any rights of, or any debts liabilities or obligations owed to, the Company from any company including without prejudice to the generality of the foregoing any holding company subsidiary company or fellow subsidiary company.
- (6) Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee, to guarantee by personal covenant or by mortgaging or charging all or any part of its undertaking, property and assets present and future and uncalled capital or by any combination of such methods or by any other means whatsoever the performance of the obligations (whether legally binding or not) and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any costs or expenses relating thereto whether on any stocks, shares or securities or in any other manner whatsoever) by any company, firm or person including but not limited to any company which is for the time being the Company's holding company as defined by Section 736 of the Companies Act, 1985 (or any statutory amendment or re-enactment thereof from time to time) or a subsidiary of the Company or of the Company's holding company as so defined or any company, firm or person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture or any other person firm or company whatsoever and for the purposes of this paragraph (6) any references to the guaranteeing of any obligations or payments shall be taken to include the giving of any indemnities in respect of any loss suffered by virtue of any failure to perform such obligations or make such payments.



- (7) To do research work and make experiments in connection with any business of the Company, and to apply for, purchase or otherwise acquire, protect, prolong, extend or renew and to hold in any part of the world any patents, patent rights, brevets d'invention, trademarks, licences, protections, concessions and intellectual property rights of whatever nature which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of or sell or let the same or any interest therein, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire; to register any patent for any invention or any trademarks, designs or other industrial property rights.
- (8) To adopt such means for making known any goods or services provided by the Company and keeping the same before the public as may be deemed expedient and in particular to employ advertising and public relations techniques of all kinds.
- (9) To acquire and undertake the whole or any part of the share capital, business, goodwill and assets of any company and as part of the consideration for such acquisition to undertake all or any of the liabilities of such company or to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for co-operation or for limiting competition, or for mutual assistance, with any such company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, monies, assets, rights, debentures, debenture stock or other securities that may be agreed, and to hold and retain or sell, mortgage or otherwise deal with any shares, monies, assets, rights, debentures, debenture stock or other securities so received.
- (10) To establish or promote or concur in establishing or promoting any company the establishment or promotion of which shall be considered desirable in the interests of the Company and to subscribe for, underwrite, purchase or otherwise acquire and hold the shares, stocks, debentures, debenture stock or other securities and obligations of any such company.
- (11) To enter into partnerships or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions, or otherwise, with any person or company carrying on business within the objects of the Company.

- (12) To sell, exchange, mortgage, let on rent, share of profit or otherwise, grant licences, easements, options and other rights over and in any other manner deal with or dispose of all or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for shares, stocks, debentures, debenture stock or other obligations or securities, whether fully or partly paid up, of any other company.
- (13) To vest any real or personal property, rights or interests acquired by or belonging to the Company in any company on behalf or for the benefit of the Company, with or without any declared trust in favour of the Company.
- (14) To invest and deal with the monies of the Company in any manner.
- (15) To borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any part of the real and personal property (present and future) and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description.
- (16) To lend and advance money or give credit or financial accommodation to any company on such terms as may seem expedient, and in particular to customers and others having dealings with the Company.
- (17) To acquire by original subscription, purchase or otherwise and to hold, realise, sell or otherwise dispose of shares (whether credited as paid up in full or in part), stock, debentures, debenture stock or other securities or obligations of any other company.
- (18) To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures, debenture stock and other negotiable or transferable instruments.
- (19) To apply for, promote, and obtain any Act of Parliament, charter, contract, decree, right, privilege, concession, licence or authorisation of any Government, State or municipality, Provisional Order or Licence of the Department of Trade or other authority for enabling the Company to carry

any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company, or for any other purpose which may seem expedient, to carry out, exercise and comply with any such charter, contract, decree, right, privilege, concession, licence or authorisation and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- (20) To enter into any arrangements with any governments organisations association clubs or authorities (supreme, municipal, local or otherwise) or any companies that may seem conducive to the objects of the Company or any of them.
- (21) To act as agents or brokers (but not as stock or share brokers) and as trustees for any company and to undertake and perform sub-contracts.
- (22) To remunerate any company rendering services to the Company, whether by cash payment or by the allotment of shares, debentures, debenture stock, or other securities of the Company credited as paid up in full or in part or otherwise.
- (23) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incidental to the promotion, formation and registration of or the raising of money for the Company or any other company or to contract with any other company to pay the same or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures, debenture stock or other securities of the Company or any other company.
- (24) To establish and maintain or procure the establishment and maintenance of, any pension or superannuation funds or schemes (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been Directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, widows, families, relations and dependants of any such

persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated directly or indirectly to be for the benefit of, or to advance the interests and well-being of the Company or of any 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.

- (25) To subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object, or for any purpose likely directly or indirectly to further the objects of the Company.
- (26) To insure the life of any person or to insure against any accident to any person who may, in the opinion of the Directors, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.
- (27) To procure the Company and any branch office of the Company to be registered or recognised in any part of the world.
- (28) To distribute among the members of the Company in kind any property of the Company (whether by way of dividend or otherwise) and in particular any shares, debentures, debenture stock or other securities belonging to the Company or of which the Company may have the power of disposing.
- (29) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
- (30) To do all such things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that:

- (i) The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership, firm or other person or body of persons whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and,
- (ii) The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and

accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company

4. The liability of the members is limited.
5. The initial authorised share capital of the Company is £1,000 divided into 1,000 ordinary shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and have attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

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

---

NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS

Number of Shares  
taken by each  
Subscriber  
(in words)

---

Huntsmoor Nominees Limited,  
180 Fleet Street,  
London EC4A 2NT

One

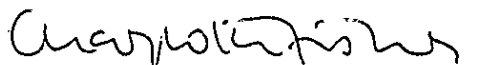
Limited company

  
For and on behalf of Huntsmoor Nominees Limited

Huntsmoor Limited,  
180 Fleet Street,  
London EC4A 2NT

One

Limited company

  
For and on behalf of Huntsmoor Limited

DATED the 12 February 1993

WITNESS to the above signatures:

PAULA COYLE  
180 Fleet Street,  
London EC4A 2NT

Clerk



THE COMPANIES ACTS 1985 TO 1989

---

COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION

of

LANSING LINDE TRIFIK LIMITED

PRELIMINARY

1. Subject as otherwise provided in these articles the regulations contained in Table A in the first schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendment) Regulations 1985 ("Table A") shall constitute the regulations of the Company. In the case of any inconsistency between these articles and the regulations of Table A, the provisions of these articles shall prevail.
2. Regulations 23, 40, 46, 50, 53, 57, 64 to 69 (inclusive), 73 to 76 (inclusive), 81, 84, 87 to 89 (inclusive), 93, 94, 101, 112, 115 and 118 of Table A shall not apply to the Company.
3.
  - (a) In regulation 1 of Table A, the words "and in the articles of association adopting the same" shall be inserted after the word "regulations" in line one and the full stop at the end of the regulation shall be deleted and replaced by a semi colon and the following shall be inserted "words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine, and words importing persons shall include corporations."
  - (b) In line two of regulation 18 of Table A and line one of regulation 77 of Table A the word "less" shall be replaced by the word "fewer".
  - (c) Any reference to presence at a general meeting or class meeting shall include presence of a member in person or by proxy or (being a corporation) by a duly authorised representative and shall include presence which is deemed in

accordance with these articles (and "present" shall be construed accordingly).

SHARE CAPITAL

4. (a) The share capital of the Company at the date of the adoption of these articles is £1,000 divided into 1,000 ordinary shares of £1 each.
- (b) The rights attached to any class of shares may whether or not the Company is being wound up be varied by a resolution of the directors of the Company and with either the consent in writing of the holder or holders of not fewer than 75% nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of the class but not otherwise.
- (c) To every such separate meeting aforesaid all provisions applicable to general meetings of the Company or to the proceedings thereat shall mutatis mutandis apply except that the necessary quorum shall be one person holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as defined is not present the member or members present in person or by proxy shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and such holders shall on a poll have one vote in respect of every share of such class held by them respectively.

SHARES

5. (a) Subject to the provisions of Table A and to the provisions of these articles, the directors are generally and unconditionally authorised to exercise any power of the Company to offer, allot or grant rights to subscribe for or convert securities into or otherwise dispose of any shares (or interests in shares) in the Company, or any other relevant securities, up to the authorised share capital of the Company as at the date of adoption of these articles, to such persons, at such times and generally on such terms and conditions as the directors think proper provided that such authority shall only apply insofar as the Company in general meeting shall not have varied, renewed or revoked the



same and provided that such authority may only be exercised within five years commencing upon the date of the adoption of these articles.

- (b) Any offer or agreement in respect of relevant securities, which is made by the Company prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the directors may at any time allot any relevant securities in pursuance of such offer or agreement.
  - (c) The authority conferred upon the directors to allot relevant securities may at any time, by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed under these articles) for a further period not exceeding five years.
- 6.
  - (a) Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to any allotment of equity securities by the Company. The shares comprised in the authorised share capital at the date of the adoption of these articles shall be at the disposal of the directors as they think proper but, unless otherwise determined by special resolution of the Company in general meeting or with the assent of all the members, any equity securities which are not comprised in the authorised share capital at the date of the adoption of these articles shall, before they are allotted on any terms to any person, be first offered by the Company on the same or more favourable terms to the members in proportion as nearly as is practicable to the nominal value of the shares in the Company held by the members respectively.
  - (b) Such offer shall be made by notice specifying the number of equity securities offered and the period, being not fewer than twenty-one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or if earlier on receipt of notice of the acceptance or refusal in respect of each offer so made, the directors may, subject to these articles, dispose of such equity securities as have not been taken up in such manner as they think proper.

RENOUNCEABLE ALLOTMENT LETTERS

7. Where any renounceable allotment letters or other renounceable documents are issued by the Company in respect of the issue or offer of any shares, the directors may at their discretion impose such restrictions as they may think fit upon the right of any allottee or other person to whom the offer is made to renounce the shares so allotted or offered.

PUBLIC OFFERS

8. The Company is a private company and accordingly the following is prohibited:
- (a) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and
  - (b) any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

LIEN

9. In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted.

TRANSFER OF SHARES

10. No share and no interest in shares shall be transferred to any person otherwise than in accordance with the provisions of these articles.
11. The instrument of transfer of any fully paid shares shall be executed by or on behalf of the transferor, but need not be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members of the Company in respect of such shares. In the case of a partly paid share, the instrument of transfer must also be executed by or on behalf of the transferee.
12. No shares and no interest in shares may be transferred to any infant, bankrupt or person of unsound mind.
13. A member being a body corporate may at any time transfer all or any of its shares to a member of the same group. For the purposes of this article, the

expression "a member of the same group" means in relation to the transferor company a company which is for the time being a holding company (as defined in section 736 of the Companies Act 1985 as amended by the Companies Act 1989) of the transferor company or a subsidiary (as defined in that section) of the transferor company or of any such holding company PROVIDED THAT unless prior consent in writing to the contrary shall have been given by the holders of 75% of the ordinary shares in the Company excluding those shares the subject of the transfer if and when the relationship of holding company and subsidiary shall cease to apply to the transferor and transferee then such shares shall be re-transferred to the holding company or to another subsidiary of such holding company.

14. The directors shall register a transfer made in accordance with the foregoing provisions of this article but, save as aforesaid, and unless in any particular case all the members for the time being shall otherwise agree in writing, none of the shares of the Company shall be transferred except with the approval of an "A" Director (as defined by article 24) and except in accordance with article 16.
15.
  - (a) Subject to the provisions of article 16, a person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice (as defined in article 16) in respect of all the shares then registered in the name of the bankrupt member.
  - (b) Subject to the provisions of article 16, a person entitled to a share in consequence of the death of a member shall be bound at any time before the expiration of six months from the date of such death, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice (as defined in article 16) in respect of all the shares then registered in the name of the deceased member. Regulations 29-31 of Table A shall be altered accordingly.
  - (c) Subject to the provisions of article 16, a member which is a body corporate shall be bound at any time after it shall have gone into liquidation (not being a liquidation for the purposes only of amalgamation or reconstruction) or similar status in the country of its incorporation, if and when required in writing by a majority in value of the remaining members

so to do, to give a transfer notice (as defined in article 16) in respect of all the shares then registered in the name of such member.

- (d) In any case where a transfer notice has been duly required to be given under this article 15 in respect of any shares and such transfer notice is not given within a period of one month, such transfer notice shall (except and to the extent that a transfer of any such shares in favour of a company to which they may be transferred pursuant to article 13 shall have been lodged prior to the expiration of the said period) be deemed to have been given at the expiration of the said period.
  - (e) In any case where a transfer notice has been duly required to be given under 15 in respect of any shares then "the prescribed price" shall be the fair value of the shares which are the subject of such transfer notice or deemed transfer notice as determined by the auditors of the Company for the time being. In determining the fair value of such shares such auditors shall act as experts and not as arbitrators. The "fair value" of the shares in question shall be the market value of such shares as between a willing buyer and a willing seller but save that no account shall be taken of the fact that the shares which are the subject of such transfer notice or deemed transfer notice do or do not constitute a minority holding in the Company.
16. (a) For the purposes of article 15 any required transferor shall give a notice in writing sent by registered post ("the transfer notice") to the directors of the Company that the proposed transferor is required to transfer the shares specified in the transfer notice. The transfer notice shall constitute the directors the agent of the proposing transferor for the sale of the shares mentioned in such transfer.
- (b) Upon receipt of any transfer notice the directors of the Company shall offer the shares comprised in such transfer notice for purchase at the prescribed price as set out in paragraph (e) of article 15 to all the members (other than the member by whom or in respect of whose shares the transfer notice shall have been given or deemed to be given and other than any member to whom shares may not be transferred) on the terms that in the case of competition the shares itself shall be sold to the members accepting the offer in proportion (as nearly as may be and

without increasing the numbers sold to any member beyond the number applied for or by it) to their existing holdings of shares in the Company.

The offer which shall be by notice in writing and sent by registered post, shall be on identical terms for each of such holders, shall specify the total number of shares on offer, the proportionate entitlement of the relevant holder and the prescribed price and shall invite each of such holders to state in writing by registered post within a period of 30 days whether he is willing to take any, and if so what maximum, number of the shares on offer. Any such offer shall be subject to paragraph (d) of this article.

(c) The directors shall give notice in writing to the proposing transferor of the identity of any member or members ("purchaser" or "purchasers") accepting the offer, and of the number of shares agreed to be purchased, and upon receipt of that notice and subject to the provisions of paragraph (d) of this article the proposing transferor shall be bound, upon payment of the prescribed price, to transfer such shares to the purchaser or respective purchasers of such shares. The purchase shall be completed within 15 days of receipt of that notice by the proposing transferor at a place and time to be appointed by the directors.

(d) If the offer is not duly accepted in respect of all the shares comprised in the transfer notice the proposing transferor shall at any time within 30 days after the expiry of the offer be entitled (but not bound) to transfer all or any of the shares comprised in the transfer notice (or, at the option of the proposing transferor notified to the directors within seven days of the relevant notification to him pursuant to paragraph (c) of this article, the number in respect of which the offer is not duly accepted) on a bona fide sale to any person or persons at any price not being less than the prescribed price.

17. When an employee, director, or consultant of the Company has a direct or indirect interest in the majority of the share capital of any shareholder and:

(a) the employee, director or consultant ceases to be either a director or an employee or a consultant of the Company or of any subsidiary

undertakings for whatever reason including death, or;

- (b) if there is a change of control of such shareholder then,

such shareholder (or his personal representatives as appropriate) shall be deemed to have given a transfer notice in respect of the entire holding of ordinary shares held by that shareholder unless the majority of the board of the Company resolves in writing within 30 days of the cessation of employment or consultancy that the relevant shareholder may retain some or all of its shareholding in the Company. For the purposes of such transfer notice the prescribed price shall be as set out in paragraph (e) of article 15.

#### PROCEEDINGS AT GENERAL MEETINGS

- 18. (a) No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business and also when such business shall be voted upon. Two members present in person or by proxy shall be a quorum for all purposes.
  - (b) A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote.
  - (c) Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in respect of their right to appoint proxies. Notices of and other communications relating to any general meeting which any member is entitled to receive shall also be sent to the directors and to the auditors for the time being of the Company.
- 19. (a) 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 by the chairman of the result of the show of hands, demanded in accordance with article 18 (b).
  - (b) If at any general meeting any votes shall be counted which ought not to have been counted, or not be counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting,

be of sufficient magnitude to vitiate the result of the voting.

- (c) In regulation 54 of Table A the words ",not being himself a member entitled to vote," shall be deleted.

20. Any member or member's proxy or duly authorised representative (being a corporation) may participate in a general meeting or a meeting of a class of members of the Company by means of conference telephones or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.

#### MEMBERS' ASSENT

21. (a) Pursuant to the rights and powers under common law of all members having the right to receive notice of and to attend and vote at general meetings to assent or agree to any matter, such members' assent or agreement to any matter may (without limitation), if written be evidenced by one or more documents (including a telex, facsimile, cable or telegram) each accurately stating the terms of the assent or agreement and signed by or on behalf of or otherwise emanating from one or more of such members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative.
- (b) The provisions of article 21(a) are in addition to and not exclusive of:
- (i) any other rights and powers under common law of all members or any class of members having the right to attend and vote at general meetings to assent or agree to or ratify any matter or to pass any resolution by unanimous written consent; and

- (ii) any statutory rights of the members or any class of members under sections 381A and 381B of and schedule 15A to the Act,

all of which rights and powers may be exercised by the members as an alternative to the unanimous assent or agreement referred to in article 21(a).

#### PROXIES

- 22. An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority may be handed to the chairman of the relevant meeting and regulation 62 of Table A shall be modified accordingly.

#### DIRECTORS

- 23.
  - (a) Unless otherwise determined by special resolution of the Company the number of the directors shall be not fewer than two and not more than seven.
  - (b) Any adult person may be appointed or elected as a director whatever may be his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.
- 24.
  - (a) The holder or holders for the time being of the majority of the issued Ordinary Shares shall be entitled to appoint and maintain up to three persons as directors of the Company (to be known as the "A" Directors) and to remove from office any "A" Director so appointed and to appoint another person in the place of any person who shall have been so removed or shall have ceased for any reason to be an "A" Director.
  - (b) The holder or holders for the time being of the majority of the issued "B" Ordinary Shares shall be entitled to appoint and maintain up to two persons as directors of the Company (to be known as the "B" Directors) and to remove from office any "B" Director so appointed and to appoint another person in the place of the person who shall have been removed or who shall have ceased for any reason to be a "B" Director.
  - (c) The "A" Directors, and the "B" Directors, shall together be known as "the Nominee Directors".



- (d) Any appointment or removal of a Nominee Director pursuant to paragraphs (a) or (b) above shall be effected by notice in writing to the Company signed by such member or members and shall take effect at and from the time when such notice is lodged at the registered office of the Company or produced to a meeting of the directors of the Company.

#### BORROWING POWERS

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

#### POWERS AND DUTIES OF DIRECTORS

26. (a) A director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the directors or of a committee of the directors at which such contract or proposed contract is to be discussed, or otherwise by notice to the directors in accordance with the provisions of the Act. Having made such disclosure a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the directors or, if relevant, the committee of the directors.
- (b) A director may, notwithstanding his office, hold and be remunerated in respect of any office or place of profit held in the Company provided that he has previously complied with all requirements of the Act relating to disclosure of interests, and he or any firm, company, or other body in which he has an interest may act in a professional capacity for the Company and be remunerated for such work and shall not by reason of his office be accountable to the Company for any benefit which he derives from

any such office or place of profit. Regulation 85 of Table A shall be modified accordingly.

- (c) For the purposes of regulation 85 of Table A (as modified by articles 26(a) and (b)) a director shall be considered to be interested in any contract, transaction or arrangement (if he would not otherwise be so interested) in which he is treated as interested for the purposes of section 317 of the Act. In the case of any transaction or arrangement with the Company in which the director is interested, a general notice given by a director and which otherwise complies with regulation 86(a) of Table A shall not be a disclosure as provided in that regulation unless it relates to a specified company or firm or other body in which he is interested or to a specified person who is connected with the director within the meaning of section 346 of the Act. Regulation 86 of Table A shall be modified accordingly.

#### DISQUALIFICATION OF DIRECTORS

27. The office of a director shall be vacated immediately:
- (a) If (not being precluded from so doing by the terms of any contract with the Company) by notice to the Company he resigns the office of director; or
  - (b) If he is or becomes bankrupt or insolvent or enters into any arrangement with his creditors; or
  - (c) If he is or becomes incapable by reason of illness, injury or mental disorder of exercising his functions as a director properly; or
  - (d) If he is removed from office by a resolution duly passed pursuant to section 303 of the Act; or
  - (e) If he is prohibited from being a director by an order made under the Company Directors Disqualification Act 1986 or otherwise by law.

#### ROTATION OF DIRECTORS

28. The directors shall not be liable to retirement by rotation and accordingly the words "and may also determine the rotation in which any additional directors are to retire" in regulation 78 of Table A

and the second and third sentences in regulation 79 of Table A shall not apply to the Company as shall any other references to retirement by rotation in Table A.

PROCEEDINGS OF DIRECTORS

29. (a) The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all directors indicate their willingness to accept shorter notice of a meeting of directors, no fewer than 3 days prior notice of the time and place of each meeting of directors shall be given to each director.
- (b) A director may, and the secretary on the requisition of a director shall, at any time call a meeting of the directors. Notice of every meeting of the directors shall be given to every director, but the non-receipt of notice by any director shall not invalidate the proceedings at any meeting of the directors.
30. (a) The quorum necessary for the transaction of the business of the directors shall be two and shall include not fewer than one of the "A" Directors or their respective alternates. The "A" Directors shall nominate the chairman of board of directors from year to year. The chairman shall not have a second or casting vote at meetings of the board or of any committee thereof.
- (b) Questions arising at a meeting shall be decided by a majority of votes PROVIDED THAT
- (i) if at any meeting of the directors or any committee any "A" Director is not present in person or represented by an alternate director the votes of the "A" Director or "A" Directors present in person or represented by an alternate director shall be pro tanto increased so that such "A" Director or "A" Directors shall be entitled to cast the same aggregate number of votes as could be cast by the "A" Directors if they were all present;
- (ii) if at any meeting of the directors or of any committee any "B" Director is not present in person or represented by an alternate director the votes of the "B" Director or "B" Directors present in person or represented by an alternate

director shall be pro tanto increased so that such "B" Director or "B" Directors shall be entitled to cast the same aggregate number of votes as could be cast by the "B" Directors if they were all present.

31. (a) A resolution of all the directors for the time being entitled to receive notice of meetings of directors shall be as valid and effective as if it had been passed at a meeting of the directors duly convened and held, and may consist of several documents (including a telex, facsimile, cable or telegram) each accurately stating the terms of the resolution and each signed by or emanating from one or more of the directors.
- (b) Any director may participate in a meeting of directors by means of a conference telephone or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.
- (3) All directors whether or not absent from the United Kingdom shall be entitled to receive notice of meetings of the directors.
32. Any meetings of a committee appointed under regulation 72 of Table A shall be governed mutatis mutandis by articles 29, 30 and 31 of these articles.

SECRETARY

33. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. The directors may from time to time by resolution appoint one or more joint, assistant or deputy secretaries to exercise the function of the secretary. Regulation 99 of Table A shall be modified accordingly.

MANAGING OR EXECUTIVE DIRECTORS

34. (a) The directors may from time to time appoint one or more of their number to an executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A director so appointed to an executive office shall (without being entitled to make any claim for damages for breach of any contract of service or claim for compensation between him and the Company) ipso facto cease to hold that office (unless otherwise agreed between himself and the Company), if he ceases from any cause to be a director.
- (b) The managing director, manager or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a director) as the directors may from time to time determine.
- (c) The directors may entrust to and confer upon a managing director, manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time withdraw, alter or vary all or any of such powers.

ALTERNATE DIRECTORS

35. (a) Any director may at any time appoint another director or any other person to be his alternate director and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company.
- (b) Any person appointed as an alternate director shall vacate his office as such alternate director if and when the director by whom he has been appointed vacates his office as director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a director would cause him to vacate such office.

- (c) An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply mutatis mutandis as if he were a director. If an alternate director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is an alternate in addition to his own vote. If an alternate director's appointor does not sign the same the alternate director's signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. The foregoing provisions of this article 35(c) shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member.
- (d) Any alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements and be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct.
- (e) In addition to the right to appoint any other director or any other person to be his alternate director, any director may at any time appoint any other director or any other person to act as a replacement director for him on such terms and subject to such conditions as he shall elect and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company.
- (f) Any such replacement director (as such) shall not be deemed to be a director by reason of such appointment and except as provided in these articles or in the notice appointing him shall not have power to act as a director nor have any of the responsibilities or duties of a director nor shall he be deemed to be a director for the purposes of these articles other than as specified in paragraphs (g) and (h) of this

article. A replacement director shall not be deemed to be the agent of his appointor except in relation to matters in which he acted or failed to act on the direction of his appointor as given in the notice of his appointment.

- (g) A replacement director shall be entitled to attend and vote as a director and to count for the purposes of any quorum at any such meeting at which the director appointing him is not personally present and at which his appointor has authorised him to attend and vote. At any such meeting the replacement director shall be authorised to act in accordance with the authority given to him by his appointor in the notice of his appointment. If a replacement director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is a replacement in addition to his own vote. If a replacement director does not sign the same, the replacement director's signature to any resolution in writing as a director shall be as effective as the signature of his appointor. The foregoing provisions of this paragraph of this article shall apply mutatis mutandis to any meeting of any committee of the directors of which his appointor is a member.
- (h) The provisions of paragraphs (b) and (d) of this article 35 shall apply mutatis mutandis to any replacement director.

#### PENSIONS AND ALLOWANCES

36. The directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a holding company or a subsidiary of the Company or is allied to or associated with the Company or with any such holding company or subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, widows, families, relations and dependants of any such persons, and establish, subsidise and subscribe to any institutions, associations, societies, 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, subject always, if so required by law, to particulars with respect to the proposed payment being approved by the Company, and a director shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

THE SEAL

37. (a) If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or a second director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal.
- (b) The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.
- (c) The Company may dispense with the need for a company seal insofar as permitted by the Act.

NOTICE

38. (a) Any notice to be given to or by any person pursuant to these articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- (b) Any notice to be given under these articles may be delivered personally or sent by first class post (airmail if overseas) or by telex or facsimile.
- (c) The address for service of any notice shall be as follows:

in the case of a	such member's address as
member or his legal	shown in the Company's
personal	register of members of the
representative or	Company;
trustee in	



bankruptcy:

in the case of a director: his last known address or at the address notified by him to the Company for that purpose;

in the case of a meeting of the directors: the place of the meeting;

in the case of the Company: its registered office; and

in the case of any other person: to his or its last known address.

(d) Any such notice shall be deemed to have been served and be effective:

- (i) if delivered personally, at the time of delivery;
- (ii) if posted, on receipt or at the expiry of two Business Days (or in the case of airmail four Business Days) after it was posted, whichever occurs first;
- (iii) if sent by telex or facsimile, at the time of transmission (if sent during normal business hours, that is 9.30 to 17.30 local time in the place to which it was sent) or (if not sent during such normal business hours) at the beginning of the next day in the place to which it was sent; and
- (iv) if sent by cable or telegram, at the time of delivery.

For the purposes of this article 39, "Business Day" means any day other than a Saturday, Sunday or any day which is a public holiday in the place or places at which the transaction in question is being effected or the notice in question is being effected.

(e) In proving such service it shall be sufficient to prove that personal delivery was made, or that such notice was properly addressed stamped and posted or in the case of a telex that the intended recipient's answerback code is shown on the copy retained by the sender at the beginning and end of the message or in the case of a facsimile that an activity or other report from

the sender's facsimile machine can be produced in respect of the notice showing the recipient's facsimile number and the number of pages transmitted.

- (f) In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding. Notice so given shall constitute notice to all the joint holders.

#### WINDING UP

39. In regulation 117, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

#### INDEMNITY

40. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under sections 144 or 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this article shall only have effect insofar as its provisions are not avoided by section 310 of the Act.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Huntsmoor Nominees Limited  
180 Fleet Street  
London EC4A 2NT

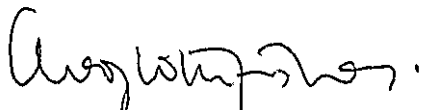
Limited company



For and on behalf of Huntsmoor Nominees Limited

Huntsmoor Limited  
180 Fleet Street  
London EC4A 2NT

Limited company



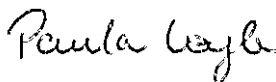
For and on behalf of Huntsmoor Limited

DATED the 12 February 1993

WITNESS to the above signatures:

PAULA COYLE  
180 Fleet Street  
London EC4A 2NT

Clerk



FILE COPY



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

No. 2791930

I hereby certify that

LANSING LINDE TRIFIK 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 19 FEBRUARY 1993

A handwritten signature in cursive script, appearing to read 'F. A. Joseph'.

F. A. JOSEPH

an authorised officer