

Number of Company 3068104

THE COMPANIES ACTS 1985

(COPY)

special resolution

of PENNYDROP LIMITED

At an Extraordinary General Meeting of the members of the above-named company, duly convened and held

at **209 LUCKWELL ROAD, BRISFOL**

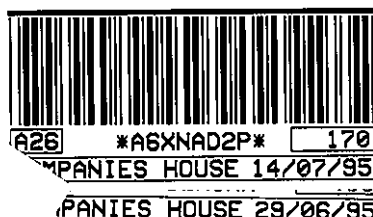
on the **19TH JUNE 1995**

the following SPECIAL RESOLUTION was duly passed:-

SPECIAL RESOLUTION

That pursuant to section 9(1) of the Companies Act 1985 the Company shall adopt now new articles in the form which for the purpose of identification has been signed by the chairman to the exclusion of the present articles of association which shall cease to apply to the Company.

H. V. Brown
FOR **COURT BUSINESS SERVICES LIMITED**
Chairman
209 LUCKWELL ROAD
BRISFOL
Tel: (0272) 635146



THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

PENNYDROP LIMITED

W.V. Brown
COURT BUSINESS SERVICES LIMITED
209 LITTLEWOOD ROAD
BRISTOL BS1 4HD
Tel: (0272) 635146

PRELIMINARY

1. (a) In the articles of association here set forth (hereinafter called "the articles") the expression "the Act" means the Companies Act 1985 but so that any reference in these articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force, and, for the purpose of the articles, Table A in The Companies (Tables A to F) Regulations 1985 S.I.No. 805 as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 S.I. No. 1052 or any alteration or replacement thereof (hereinafter called "Table A") as statutorily in force on the date when the articles are adopted by the company named above (hereinafter called "the Company") is deemed to be included in and shall be construed as one with the Act;
- (b) the regulations contained in Table A are adopted by the Company subject to and together with the articles (such regulations and the articles are together hereinafter called "the regulations" and deemed to be comprised within the expression "the regulations" as used in Table A);
- (c) words and expressions used in the regulations, unless the context otherwise requires, have the same meaning as in the Act. Statutory references in the articles shall include, subject as aforesaid, the statute as amended, extended or applied by or under any other statutory provision or as re-enacted.

PRIVATE COMPANY

2. The Company is to be a private company and shall not offer any of its shares or debentures, whether for cash or otherwise, to the public or allot or agree to allot 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.

SHARES

3. The shares and any right to subscribe for, or convert any security into, shares in the Company or any of them for the time being (other than shares shown in the memorandum of association of the Company to have been taken by the subscribers thereto or shares allotted in pursuance of an employees' share scheme) may be allotted to such persons, at such times, in such proportions, upon such terms (except at a discount) and with such rights or restrictions, including but without limit as to differentiation between members of calls, as the directors, subject to the articles, shall think fit. Any pre-emption rights on the allotment of shares conferred by statute from time to time are hereby excluded pursuant to the provisions in that behalf in section 91(1) of the Act. The directors subject as aforesaid are authorised to exercise the power of allotment of the Company generally and unconditionally, but so that such authority will expire on the date of the fifth anniversary of incorporation of the Company, except that thereafter the directors may exercise the said power of allotment in pursuance of an offer or agreement made by the Company before such date or in pursuance of any authority given in accordance with the Act and except that the directors may exercise at any time whether before or after such anniversary as aforesaid, but only so long as the Company is a private Company, the said power of allotment in accordance with any elective resolution of the members. The maximum amount of shares that may be allotted by the directors hereunder is the nominal amount of authorised but unissued share capital for the time being of the Company, so long as the Company is a private company.
4. The Company may in accordance with and subject to Part V of the Act and all other provisions (if any) for the time being in force therefor:
 - (a) give financial assistance directly or indirectly for the purpose of acquiring any shares in the Company, or its holding company, or subsidiary company of its holding company (if any);
 - (b) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof except that no redeemable shares may be issued at any time when there are no issued shares of the Company which are not redeemable;
 - (c) purchase its own shares including its own redeemable shares;

- (d) make a payment in respect of the redemption or purchase of any of its own fully-paid shares out of the distributable profits of the Company or the proceeds of a fresh issue of shares or, so long as the Company is a private company, capital, or, so long as aforesaid, partly one way and partly another, and as to redemption on such terms and in such manner as may be determined at any time or times by the directors Provided nevertheless that the amount to be paid on redemption shall be the paid-up amount thereof plus the net amount of any arrears of dividends thereon

Provided always that any shares purchased or redeemed by the Company shall be treated as cancelled.

5. The certificate or warrant of any security issued or granted by the Company defaced, lost, worn-out or destroyed may be renewed on payment of a fee on such terms as to evidence and indemnity, and the payment of all expenses of the Company of investigating evidence, as the directors shall think fit, and on the return to the Company of any certificate or warrant as the case may be to be renewed which is defaced or worn-out.
6. The directors may in their absolute discretion, and without assigning any reason therefor, decline to register any transfer or any renunciation of any share whether or not it is a fully-paid share subject as hereinafter mentioned Provided always that the transferee of any fully-paid share need not execute whether under seal or under hand the instrument of transfer, and subject hereto Regulations 23 and 24 of Table A are adopted.
7. The Company, if the directors think fit and subject to such terms and conditions (if any) as to requisition of, or submitting any resolution to, or attending and voting at any meeting and as to any other matter as they may from time to time decide, may:
- (a) issue a warrant with respect to any fully-paid shares stating that the bearer of the warrant is entitled to the shares therein specified;
- (b) provide by coupons or otherwise for the payment of future dividends on the shares included in the warrant,

Provided always that the shares specified as aforesaid may be transferred by delivery of the warrant, the holder of any such warrant may surrender the same at any time for cancellation and thereupon his name shall be entered in the register of members, and the bearer of any share warrant issued by the Company shall be deemed to be a member of the Company to the full

extent. A new warrant shall not be issued to replace one that has been lost unless the directors are satisfied beyond reasonable doubt that the original has been destroyed.

8. The liability of any member in default in respect of a call shall be increased by interest payable at such rate without limit as the directors may determine on any amount called and by the addition of all costs, charges and expenses that may have been incurred by the Company by reason of such non-payment, and subject hereto Regulation 18 of Table A is adopted.

MEMBERS

9. Regulation 41 of Table A is adopted with the addition at the end thereof of the words "and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting or if during the meeting a quorum ceases to be present the member or members present entitled to be counted in a quorum shall be a quorum" subject as hereinafter may be mentioned, and Regulations 56 and 62(a) of Table A are adopted with "24" substituted for "48" respectively, and Regulation 37 of Table A is adopted with "28 days" substituted for "eight weeks", and the Company may dispense by elective resolution with the holding of annual general meetings.
10. Any resolution may be proposed and passed as special, extraordinary, ordinary or otherwise notwithstanding that the Company has given less than twenty-one or fourteen days' notice thereof, or of the meeting or adjourned meeting at which it is proposed to be passed, as the case may be, if it is so agreed by a majority in number of the members having a right to attend and vote on the resolution together holding not less than 95% in nominal value of the shares giving that right, and subject hereto Regulation 38 of Table A is adopted.

DIRECTORS

11. The number of the directors may be fixed by the Company, but unless and until so fixed there shall be no maximum number and the minimum number shall be one. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, and in the event of there being only one director in accordance with the regulations he shall constitute a quorum and have full authority to exercise all the powers and discretions by the articles expressed to be vested in the directors, and Regulations 64 and 90 of Table A are not adopted, and subject hereto Regulation 89 of Table A is adopted.
12. The directors need not retire by rotation or at the first

annual general meeting. Regulations 73 to 78 of Table A are not adopted, and, subject to the articles, Regulation 79 of Table A except the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting" is adopted. The Company may by ordinary resolution appoint a person who is willing to be a director either to fill a casual vacancy or as an additional director.

13. Each director shall have power from time to time to nominate another director, or any person not being a director approved by the other directors, to act as his alternate, and at his discretion to remove such alternate director, save that a person not being a director who is appointed as an alternate shall not appoint an alternate, and in relation thereto the following provisions shall apply:
 - (a) an alternate director shall be subject to all the terms and conditions existing with reference to the other directors except as to power to appoint an alternate director and remuneration, and subject to his giving to the Company an address at which notices may be served on him he shall be entitled to receive notice of all meetings of the directors and shareholders and to attend, speak and vote thereat when his appointor is entitled to but is not present;
 - (b) one person may act as alternate director to more than one director, and while he is so acting he shall be entitled to a separate vote for himself if he is already a director and for each director who he is representing;
 - (c) any appointment or removal of an alternate director may be made by letter, cable, telegram or telex or in any other manner approved by the directors;
 - (d) when a director ceases to be a director any alternate appointed by him shall thereupon cease to be and have any power as a director Provided always that any alternate director shall be deemed to be reappointed at the meeting when his appointor is reappointed unless the contrary intention is expressed in writing by his appointor;
 - (e) a director shall not be liable for the acts and defaults of any alternate director appointed by him. An alternate director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor;
 - (f) an alternate director shall not be taken into account in reckoning the minimum or maximum number of directors for the time being, but he shall be counted for the

purpose of reckoning whether a quorum is present at any meeting of the directors attended by him at which he is entitled to vote;

- (g) an alternate director shall not be entitled to receive any emoluments from the Company in respect of his position as an alternate director Provided always that the Company may pay all travelling, hotel and other expenses properly incurred by him in attending and returning from meetings of the directors or any committee thereof or general meetings of the Company or in connection with the business of the Company, and Regulations 65 to 69 of Table A are not adopted.
- 14. Subject to any written agreement between the members, the directors may receive such emoluments (whether by way of fees, salary, commission, participation in profits, or partly in one way and partly in another) as shall from time to time be determined by the Company in general meeting, and any managing director may receive such emoluments determined as aforesaid, and Regulation 82 of Table A is adopted as if it applied to all such emoluments as aforesaid, and Regulation 84 of Table A is adopted except the last sentence.
 - 15. The directors may exercise all the powers of the Company to borrow without limit and to issue any securities subject to section 80 of the Act and to the articles as they may think fit, and they may retain any benefits received by them or any of them by reason of the exercise of any powers in clause 3(s) of the memorandum of association, and subject hereto Regulation 87 of Table A is adopted.
 - 16. The contemporaneous linking together by telephone of a number of the directors not less than the quorum and the company secretary, wherever in the world they are, shall be deemed to constitute a meeting of the directors so long as the following conditions are met:
 - (a) all the directors for the time being entitled to receive notice of any meeting of the directors (including any alternate for any director) shall be entitled to notice of any meeting by telephone and to be linked by telephone for the purpose of such meeting. Notice of any such meeting may be given by telephone;
 - (b) each of the directors taking part and the company secretary must be able to hear each of the other directors taking part subject as hereinafter mentioned throughout the meeting;
 - (c) at the commencement of the meeting each director must acknowledge his presence to all the other directors taking part;

- (d) unless he has previously obtained the consent of the chairman of the meeting, a director may not leave the meeting by disconnecting his telephone and shall be conclusively presumed to have been present and to have formed part of the quorum throughout the meeting. The meeting shall be deemed to have been validly conducted notwithstanding that a director's telephone is accidentally disconnected during the meeting, and the proceedings thereof shall be deemed to be as valid as if the telephone had not been disconnected;
 - (e) a minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by the chairman and the company secretary.
- 17. 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 such vote shall be counted and he shall be counted in the quorum present at the meeting when any such contract or arrangement is under consideration, and subject hereto Regulations 85 and 89 of Table A are adopted.
 - 18. The directors shall cause minutes to be made for the purposes of section 382 of the Act, which, together with all registers, records or other information statutorily or otherwise required to be registered or recorded by the Company, may be recorded in bound books or by some other means as the directors may determine so long as the recording is capable of being reproduced in legible form and adequate precautions are taken for guarding against falsification. Provided always that the directors need not sign their names for the purpose of recording their attendance at any meeting.
 - 19. Subject to section 310 of the Act and whether or not in connection with any application under sections 144 or 727 of the Act, every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses and liabilities and the directors and other officers shall not be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of their duties to the Company, and subject hereto Regulation 118 of Table A is adopted.

DISTRIBUTIONS

- 20. Any dividends resolved to be recommended, declared or paid, any sum resolved to be capitalised and the assets of the Company to be divided on a winding up shall be distributed, subject to the articles and the rights attaching to any shares, in proportion to the nominal amount of the shares (whether or not fully paid) held by the members entitled

thereto; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly and Regulation 104 of Table A is not adopted.

SEAL

21. Clause 6 in Table A is adopted with the removal of the words "shall be sealed with the seal and" and clause 101 of Table A shall not apply to the Company. If the Company has a seal it shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director. 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.

H.V. Snodgrass
FOR COURT BUSINESS SERVICES LIMITED
209 LITTLEWOOD ROAD
BRISTOL BS2 9JH
Tel: (0272) 635146

THE COMPANIES ACTS 1985 TO 1989

MEMORANDUM AND ARTICLES OF ASSOCIATION OF

PENNYDROP LIMITED

INCORPORATED ON THE 14TH. JUNE 1995

REGISTERED NUMBER 3068104

A PRIVATE COMPANY LIMITED BY SHARES

3/7/95
67



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 3068104

The Registrar of Companies for England and Wales hereby certifies that
PENNYDROP LIMITED

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

Given at Companies House, Cardiff, the 14th June 1995


M.LEWIS

For the Registrar of Companies



C O M P A N I E S H O U S E

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

PENNYDROP LIMITED

1. The name of the company is "PENNYDROP LIMITED" (hereinafter called "The Company").
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:-
 - (a) to carry on business as a general commercial company and to carry on any trade or business whatsoever and any lawful purpose pursuant to the Companies Act 1985 (hereinafter called "the Act") as amended, extended or applied by or under any other enactment or as re-enacted, and without prejudice thereto but in furtherance thereof to carry on all or any of the businesses of a property investment and development company in all its branches, and to acquire by lease, purchase, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same and to vary any of the investments of the Company; to construct, reconstruct, improve, alter, decorate, furnish and maintain offices, houses, flats, apartments, service suites, hotels, shops, factories, warehouses, buildings, garages, works and conveniences of all kinds, to consolidate or connect or subdivide properties and to lease or otherwise dispose of the same, and to advance money to and enter into contracts with builders, tenants and others and generally to finance building operations of every description; and to manage any land, buildings or other property as aforesaid, whether belonging to the Company or not, and to collect rents and income; and to undertake and provide management, administration and consultancy services of all kinds and to enter into, assist or participate in financial, commercial,

mercantile, industrial and other transactions, undertakings and businesses of every description, and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account; to carry on all or any of the businesses of land, estate and property developers, repairers and jobbers, estate agents and managers, rent collectors, mortgage and insurance brokers and agents, surveyors, valuers and auctioneers, builders and contractors, public works and civil engineering contractors, builders' merchants, plant hire specialists and contractors, merchants of and dealers in building materials, plant, machinery, vehicles and appliances of all kinds, painters, decorators, plumbers, haulage and transport contractors, garage proprietors, civil, mechanical, motor, electrical and general engineers, general merchants, agents and traders; to enter into, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description, and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account; and to co-ordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by or connected with the Company; and to buy, sell, manufacture, repair, alter, manipulate or otherwise deal in vehicles, plant, machinery, fittings, furnishings and implements, tools, materials, products, articles and things capable of being used for the purpose of the foregoing businesses or any of them, or likely to be required by customers of or persons having dealings with the Company and to act as merchants generally;

- (b) to carry on any other trade or business which can in the opinion of the members or directors of the Company be conveniently or advantageously or profitably carried on in connection with or ancillary to any of the businesses of the Company or calculated directly or indirectly to enhance the value or render more profitable any of the Company's assets;
- (c) to assume the obligations or any of them arising from the formation of the Company and in particular but without limit to pay all costs, charges and expenses incurred or sustained in or about the promotion or establishment of the Company or which the directors may consider to be in the nature of preliminary expenses;
- (d) to undertake or acquire all or any part of the business, assets and liabilities of or any share in any company, partnership or person carrying on or proposing to carry on all or any of the objects for the time being of the Company, or to amalgamate, enter into

partnership, share profits, co-operate, or engage in mutual assistance with any such company, partnership or person or for subsidising or otherwise assisting any such company, partnership or person, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage, charge and deal with any shares, debentures, debenture stock or securities however received, and to conduct and carry on, liquidate or wind up any such business;

- (e) to apply for, subscribe, take, purchase or otherwise acquire, hold and deal with shares, debentures, options or other interests in or securities of any other company so as directly or indirectly to benefit the Company or enhance the value of its property, and to co-ordinate, finance, manage, supervise or control the business and operations of any company in which the Company may hold any such interest;
- (f) to acquire and take options over and deal with any property whatsoever, including but without limit any shares in the capital of the Company, and any rights or privileges of any kind over or in respect of any property, and without limit to purchase, take on lease, exchange, hire, or otherwise acquire any estate or interest in any real or personal property, and to deal with the same or any part thereof;
- (g) to promote any other company for the purpose of acquiring the whole or any part of the business, property, undertaking or liabilities of the Company or of any business, property, undertaking or liabilities which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to subscribe for, purchase or otherwise acquire or place or guarantee the placing of or underwrite all or any part of the shares, debentures or securities of any such company as aforesaid;
- (h) to sell, let or lease or otherwise, exchange, dispose of, turn to account, grant licences, options, rights or privileges in respect of, mortgage, charge or otherwise deal with all or any part of the business or property of whatever nature of the Company, and to deal in any manner as aforesaid with the same or any part thereof either together or in portions for such consideration whether shares, debentures, options, cash or real or personal property of any other nature without limit as the members or the directors of the Company may think fit;

- (i) to erect, build, manufacture, improve, manage, construct, repair, maintain, alter or develop any real or personal property;
- (j) to invest and deal with any moneys in any manner, and to hold, alter, dispose of or otherwise without limit deal with any investments so made;
- (k) to receive money on deposit or loan, and to borrow or raise money or credit as may seem expedient without limit and whether with or without any security or guarantee therefor, and to issue any debentures or debenture stock whether perpetual, irredeemable or otherwise;
- (l) to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of the property or assets whether present or future and including but without limit the uncalled capital of the Company, and also by any such means to secure and guarantee the performance by the Company, any holding, subsidiary or associated company of the Company, or any other person, firm or company of any obligation undertaken by the Company or any of them as the case may be, and to stand security or guarantor for or otherwise support any obligation of any other person, firm or company whether by personal covenant, mortgage, charge, standard security or lien upon the whole or any part of the undertaking, property and assets of the Company whether present or future including but without limit its uncalled capital;
- (m) to advance or lend money or give any credit to any person, firm or company as the directors or members may think fit, and to give financial assistance as statutorily permitted for the acquisition or redemption of any shares, debentures, option rights or other security of the Company;
- (n) to draw, issue, accept, endorse, discount, negotiate, make or deal with as may seem expedient cheques, bills of exchange or lading, promissory notes, warrants, coupons, debentures, and other negotiable or transferable notes or instruments;
- (o) to seek any permission, order, privilege, charter, concession, decree, right, or licence from any government department, national, local or other statutory authority or official body in any part of the world where the Company does or may do business or other official sanctions for enabling the Company to pursue any of its objects for the time being or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and

comply with the same, and to oppose or defend any proceedings or application which may seem directly or indirectly to advance or prejudice the Company's interests as the case may be;

- (p) to seek in any part of the world and deal with, grant or obtain licences in respect of, manufacture under, operate, test, improve, or experiment on any invention, discovery, copyright, patent, brevet d'invention, licence, secret process, trade mark, design, registration, protection and concession as may seem expedient or beneficial, and to register, re-register, disclaim, alter, modify, use, and turn to account the same or any of them;
- (q) to act as principal, nominee, agent (whether disclosed or undisclosed), broker, trustee, factor, contractor or sub-contractor in any part of the world;
- (r) to pay, reward or remunerate anyone supplying goods or services to the Company by cash, goods, services or any securities of the Company;
- (s) to give to any charitable, benevolent or public cause or object which may be for the benefit of the Company or any holding, subsidiary or associated company of the Company or any directors or employees thereof, and to provide or pay towards, any pension, annuity, gratuity, insurance, superannuation or other allowance or benefit, and generally to provide advantages, facilities and services for any persons who are or have been directors of, employed by or serving the Company or any holding, subsidiary or associated company of the Company or any predecessor thereof and to the members of the family, dependents, personal representatives or nominated beneficiaries of any such persons, and to set up, establish, maintain, provide, contribute towards and lend in favour of any incentive, profit sharing, option, or savings related scheme for the benefit of the employees of the Company or any holding, subsidiary or associated company as aforesaid;
- (t) to distribute among the members of the Company in specie or otherwise any property of the Company of whatever nature, including but without limit the shares, debentures or other securities of any other company taking over the whole or any part of the undertaking, assets or liabilities of the Company, and to purchase or assist the purchase of or redeem the shares for the time being (including any redeemable shares) or reduce the capital of the Company in any manner permitted under Part V of the Act;
- (u) to carry on any of the objects for the time being of

the Company in any part of the world as principal or by or through agents, trustees, brokers, sub-contractors or otherwise and either alone or with any other person, firm or company;

- (v) to do all things specified for the time being in the articles of association of the Company.

The objects in each preceding sub-clause shall not be in any way limited or restricted by reference to or inference from the terms of any other sub-clause herein except as may be expressly stated, or by the name, place or date of incorporation of the Company. Each sub-clause, object and power herein shall be a main object of the Company and not ancillary or subsidiary to any other sub-clause, object or power herein. The Company shall have as full a power to exercise all or any of the objects and powers in each sub-clause herein as if each such sub-clause contained the objects of a separate company. Reference to any company herein shall be deemed to include any body whether incorporated or not and wherever in any part of the world set up, established or registered.

- 4. The liability of the members is limited.
- 5. The share capital of the Company is £1,000 divided into 1,000 shares of £1 each.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and addresses of subscribers

Number of shares taken by each

JL Nominees One Limited

One

1 Saville Chambers
North Street
Newcastle upon Tyne
NE1 8DF

JL Nominees Two Limited

One

1 Saville Chambers
North Street
Newcastle upon Tyne
NE1 8DF

Total: Two

Dated 7th June 1995

Witness to the above signatures:

Margaret Moran

1 Saville Chambers
North Street
Newcastle upon Tyne
NE1 8DF

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

PENNYDROP LIMITED

PRELIMINARY

1. (a) In the articles of association here set forth (hereinafter called "the articles") the expression "the Act" means the Companies Act 1985 but so that any reference in these articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force, and, for the purpose of the articles, Table A in The Companies (Tables A to F) Regulations 1985 S.I.No. 805 as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 S.I. No. 1052 or any alteration or replacement thereof (hereinafter called "Table A") as statutorily in force on the date when the articles are adopted by the company named above (hereinafter called "the Company") is deemed to be included in and shall be construed as one with the Act;
- (b) the regulations contained in Table A are adopted by the Company subject to and together with the articles (such regulations and the articles are together hereinafter called "the regulations" and deemed to be comprised within the expression "the regulations" as used in Table A);
- (c) words and expressions used in the regulations, unless the context otherwise requires, have the same meaning as in the Act. Statutory references in the articles shall include, subject as aforesaid, the statute as amended, extended or applied by or under any other statutory provision or as re-enacted.

PRIVATE COMPANY

2. The Company is to be a private company and shall not offer any of its shares or debentures, whether for cash or otherwise, to the public or allot or agree to allot 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.

SHARES

3. The shares and any right to subscribe for, or convert any security into, shares in the Company or any of them for the time being (other than shares shown in the memorandum of association of the Company to have been taken by the subscribers thereto or shares allotted in pursuance of an employees' share scheme) may be allotted to such persons, at such times, in such proportions, upon such terms (except at a discount) and with such rights or restrictions, including but without limit as to differentiation between members of calls, as the directors, subject to the articles, shall think fit. Any pre-emption rights on the allotment of shares conferred by statute from time to time are hereby excluded pursuant to the provisions in that behalf in section 91(1) of the Act. The directors subject as aforesaid are authorised to exercise the power of allotment of the Company generally and unconditionally, but so that such authority will expire on the date of the fifth anniversary of incorporation of the Company, except that thereafter the directors may exercise the said power of allotment in pursuance of an offer or agreement made by the Company before such date or in pursuance of any authority given in accordance with the Act and except that the directors may exercise at any time whether before or after such anniversary as aforesaid, but only so long as the Company is a private Company, the said power of allotment in accordance with any elective resolution of the members. The maximum amount of shares that may be allotted by the directors hereunder is the nominal amount of authorised but unissued share capital for the time being of the Company, so long as the Company is a private company.
4. The Company may in accordance with and subject to Part V of the Act and all other provisions (if any) for the time being in force therefor:
 - (a) give financial assistance directly or indirectly for the purpose of acquiring any shares in the Company, or its holding company, or subsidiary company of its holding company (if any);
 - (b) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof except that no redeemable shares may be issued at any time when there are no issued shares of the Company which are not redeemable;
 - (c) purchase its own shares including its own redeemable shares;

- (d) make a payment in respect of the redemption or purchase of any of its own fully-paid shares out of the distributable profits of the Company or the proceeds of a fresh issue of shares or, so long as the Company is a private company, capital, or, so long as aforesaid, partly one way and partly another, and as to redemption on such terms and in such manner as may be determined at any time or times by the directors Provided nevertheless that the amount to be paid on redemption shall be the paid-up amount thereof plus the net amount of any arrears of dividends thereon

Provided always that any shares purchased or redeemed by the Company shall be treated as cancelled.

5. The certificate or warrant of any security issued or granted by the Company defaced, lost, worn-out or destroyed may be renewed on payment of a fee on such terms as to evidence and indemnity, and the payment of all expenses of the Company of investigating evidence, as the directors shall think fit, and on the return to the Company of any certificate or warrant as the case may be to be renewed which is defaced or worn-out.
6. The directors may in their absolute discretion, and without assigning any reason therefor, decline to register any transfer or any renunciation of any share whether or not it is a fully-paid share subject as hereinafter mentioned Provided always that the transferee of any fully-paid share need not execute whether under seal or under hand the instrument of transfer, and subject hereto Regulations 23 and 24 of Table A are adopted.
7. The Company, if the directors think fit and subject to such terms and conditions (if any) as to requisition of, or submitting any resolution to, or attending and voting at any meeting and as to any other matter as they may from time to time decide, may:
- (a) issue a warrant with respect to any fully-paid shares stating that the bearer of the warrant is entitled to the shares therein specified;
- (b) provide by coupons or otherwise for the payment of future dividends on the shares included in the warrant,

Provided always that the shares specified as aforesaid may be transferred by delivery of the warrant, the holder of any such warrant may surrender the same at any time for cancellation and thereupon his name shall be entered in the register of members, and the bearer of any share warrant issued by the Company shall be deemed to be a member of the Company to the full

extent. A new warrant shall not be issued to replace one that has been lost unless the directors are satisfied beyond reasonable doubt that the original has been destroyed.

8. The liability of any member in default in respect of a call shall be increased by interest payable at such rate without limit as the directors may determine on any amount called and by the addition of all costs, charges and expenses that may have been incurred by the Company by reason of such non-payment, and subject hereto Regulation 18 of Table A is adopted.

MEMBERS

9. Regulation 41 of Table A is adopted with the addition at the end thereof of the words "and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting or if during the meeting a quorum ceases to be present the member or members present entitled to be counted in a quorum shall be a quorum" subject as hereinafter may be mentioned, and Regulations 56 and 62(a) of Table A are adopted with "24" substituted for "48" respectively, and Regulation 37 of Table A is adopted with "28 days" substituted for "eight weeks", and the Company may dispense by elective resolution with the holding of annual general meetings.
10. Any resolution may be proposed and passed as special, extraordinary, ordinary or otherwise notwithstanding that the Company has given less than twenty-one or fourteen days' notice thereof, or of the meeting or adjourned meeting at which it is proposed to be passed, as the case may be, if it is so agreed by a majority in number of the members having a right to attend and vote on the resolution together holding not less than 95% in nominal value of the shares giving that right, and subject hereto Regulation 38 of Table A is adopted.

DIRECTORS

11. The number of the directors may be fixed by the Company, but unless and until so fixed there shall be no maximum number and the minimum number shall be one. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, and in the event of there being only one director in accordance with the regulations he shall constitute a quorum and have full authority to exercise all the powers and discretions by the articles expressed to be vested in the directors, and Regulations 64 and 90 of Table A are not adopted, and subject hereto Regulation 89 of Table A is adopted.
12. The directors need not retire by rotation or at the first

annual general meeting. Regulations 73 to 78 of Table A are not adopted, and, subject to the articles, Regulation 79 of Table A except the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting" is adopted. The Company may by ordinary resolution appoint a person who is willing to be a director either to fill a casual vacancy or as an additional director.

13. Each director shall have power from time to time to nominate another director, or any person not being a director approved by the other directors, to act as his alternate, and at his discretion to remove such alternate director, save that a person not being a director who is appointed as an alternate shall not appoint an alternate, and in relation thereto the following provisions shall apply:
 - (a) an alternate director shall be subject to all the terms and conditions existing with reference to the other directors except as to power to appoint an alternate director and remuneration, and subject to his giving to the Company an address at which notices may be served on him he shall be entitled to receive notice of all meetings of the directors and shareholders and to attend, speak and vote thereat when his appointor is entitled to but is not present;
 - (b) one person may act as alternate director to more than one director, and while he is so acting he shall be entitled to a separate vote for himself if he is already a director and for each director who he is representing;
 - (c) any appointment or removal of an alternate director may be made by letter, cable, telegram or telex or in any other manner approved by the directors;
 - (d) when a director ceases to be a director any alternate appointed by him shall thereupon cease to be and have any power as a director Provided always that any alternate director shall be deemed to be reappointed at the meeting when his appointor is reappointed unless the contrary intention is expressed in writing by his appointor;
 - (e) a director shall not be liable for the acts and defaults of any alternate director appointed by him. An alternate director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor;
 - (f) an alternate director shall not be taken into account in reckoning the minimum or maximum number of directors for the time being, but he shall be counted for the

purpose of reckoning whether a quorum is present at any meeting of the directors attended by him at which he is entitled to vote;

- (g) an alternate director shall not be entitled to receive any emoluments from the Company in respect of his position as an alternate director Provided always that the Company may pay all travelling, hotel and other expenses properly incurred by him in attending and returning from meetings of the directors or any committee thereof or general meetings of the Company or in connection with the business of the Company, and Regulations 65 to 69 of Table A are not adopted.
- 14. Subject to any written agreement between the members, the directors may receive such emoluments (whether by way of fees, salary, commission, participation in profits, or partly in one way and partly in another) as shall from time to time be determined by the Company in general meeting, and any managing director may receive such emoluments determined as aforesaid, and Regulation 82 of Table A is adopted as if it applied to all such emoluments as aforesaid, and Regulation 84 of Table A is adopted except the last sentence.
 - 15. The directors may exercise all the powers of the Company to borrow without limit and to issue any securities subject to section 80 of the Act and to the articles as they may think fit, and they may retain any benefits received by them or any of them by reason of the exercise of any powers in clause 3(s) of the memorandum of association, and subject hereto Regulation 87 of Table A is adopted.
 - 16. The contemporaneous linking together by telephone of a number of the directors not less than the quorum and the company secretary, wherever in the world they are, shall be deemed to constitute a meeting of the directors so long as the following conditions are met:
 - (a) all the directors for the time being entitled to receive notice of any meeting of the directors (including any alternate for any director) shall be entitled to notice of any meeting by telephone and to be linked by telephone for the purpose of such meeting. Notice of any such meeting may be given by telephone;
 - (b) each of the directors taking part and the company secretary must be able to hear each of the other directors taking part subject as hereinafter mentioned throughout the meeting;
 - (c) at the commencement of the meeting each director must acknowledge his presence to all the other directors taking part;

- (d) unless he has previously obtained the consent of the chairman of the meeting, a director may not leave the meeting by disconnecting his telephone and shall be conclusively presumed to have been present and to have formed part of the quorum throughout the meeting. The meeting shall be deemed to have been validly conducted notwithstanding that a director's telephone is accidentally disconnected during the meeting, and the proceedings thereof shall be deemed to be as valid as if the telephone had not been disconnected;
 - (e) a minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by the chairman and the company secretary.
- 17. 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 such vote shall be counted and he shall be counted in the quorum present at the meeting when any such contract or arrangement is under consideration, and subject hereto Regulations 85 and 89 of Table A are adopted.
 - 18. The directors shall cause minutes to be made for the purposes of section 382 of the Act, which, together with all registers, records or other information statutorily or otherwise required to be registered or recorded by the Company, may be recorded in bound books or by some other means as the directors may determine so long as the recording is capable of being reproduced in legible form and adequate precautions are taken for guarding against falsification. Provided always that the directors need not sign their names for the purpose of recording their attendance at any meeting.
 - 19. Subject to section 310 of the Act and whether or not in connection with any application under sections 144 or 727 of the Act, every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses and liabilities and the directors and other officers shall not be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of their duties to the Company, and subject hereto Regulation 118 of Table A is adopted.

DISTRIBUTIONS

- 20. Any dividends resolved to be recommended, declared or paid, any sum resolved to be capitalised and the assets of the Company to be divided on a winding up shall be distributed, subject to the articles and the rights attaching to any shares, in proportion to the nominal amount of the shares (whether or not fully paid) held by the members entitled

thereto; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly and Regulation 104 of Table A is not adopted.

SEAL

21. Clause 6 in Table A is adopted with the removal of the words "shall be sealed with the seal and" and clause 101 of Table A shall not apply to the Company. If the Company has a seal it shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director. 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.

Names and addresses of subscribers

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NE1 8DF

JL Nominees Two Limited

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Dated 7th June 1995

Witness to the above signatures:

Margaret Moran

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