

**FILE COPY**



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

Company No. 3825421

The Registrar of Companies for England and Wales hereby certifies that

**GO TRAVEL LIMITED**

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

Given at Companies House, London, the 10th August 1999



\*N03825421C\*

*A. J. Harness*  
A J HARNESS

For The Registrar Of Companies



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

Package: 'Laserform'  
by Laserform International Ltd.

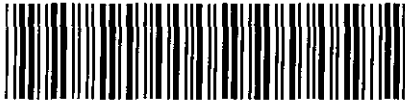
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Please complete in typescript,  
or in bold black capitals.

## Declaration on application for registration

3825421

### Company Name in full



\* F 0 1 2 0 F 1 0 \*

GO TRAVEL LIMITED

I, JOHN CHRISTOPHER TURNBULL

of BIRCHAM & CO  
1 DEAN FARRAR STREET WESTMINSTER LONDON SW1H 0DY

† Please 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 of the Companies Act 1985† and that all the requirements of the Companies Act 1985 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 Statutory Declarations Act 1835.

### Declarant's signature

Declared at

35 Old Queen Street London SW1H 9JD

the

Ninth

day of

AUGUST

One thousand nine hundred and ninety

NINE

① Please print name.

before me①

STEPHEN MUSGRAVE

### Signed

Date

9/8/99

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Bircham & Co.  
1 Dean Farrar Street  
Westminster London  
SW1H 0DY

Tel 0171 222 8044

DX number DX: 2317 DX exchange VICTORIA

When you have completed and signed the form please send it to the Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales

or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**

for companies registered in Scotland

**DX 235 Edinburgh**

**Package:** 'Laserform'  
by Laserform International Ltd.

# 10

*Please complete in typescript,  
or in bold black capitals.*

Notes on completion appear on final page

## First directors and secretary and intended situation of registered office

3825421

### Company Name in full

GO TRAVEL LIMITED



\* F 0 1 0 0 F 1 0 \*

### Proposed Registered Office

(PO Box numbers only, are not acceptable)

1 DEAN FARRAR STREET

WESTMINSTER

Post town LONDON

County / Region

Postcode SW1H 0DY

If the memorandum is delivered by  
an agent for the subscriber(s) of  
the memorandum mark the box opposite  
and give the agent's name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

Bircham & Co.  
1 Dean Farrar Street  
Westminster London  
SW1H 0DY

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for companies registered in England and Wales

or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland

DX 235 Edinburgh

**Company Secretary** (see notes 1-5)

Company name GO TRAVEL LIMITED

NAME \*Style / Title MR \*Honours etc

\* Voluntary details

Forename(s) ROBERT ANDREW

Surname JONES

Previous forename(s)

Previous surname(s)

**Address****Usual residential address**

For a corporation, give the registered or principal office address.

15B WINSTON ROAD

NEWINGTON GREEN

Post town LONDON

County / Region

Postcode N16 9LU

Country

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

**Consent signature****Date****Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title MR \*Honours etc

Forename(s) JOHN CHRISTOPHER

Surname TURNBULL

Previous forename(s)

Previous surname(s)

**Address****Usual residential address**

For a corporation, give the registered or principal office address.

116 CRANLEY GARDENS

Post town LONDON

County / Region

Postcode N10 3AH

Country

Day Month Year

**Date of birth**

16

10

50

**Nationality**

BRITISH

**Business occupation**

SOLICITOR

**Other directorships**

SEE ATTACHED LIST

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


**Consent signature****Date**

**Directors**

(continued)

(see notes 1-5)

<b>NAME</b>	<b>*Style / Title</b>	<input type="text"/>	<b>*Honours etc</b>	<input type="text"/>
	<b>Forename(s)</b>	<input type="text"/>		
<small>* Voluntary details</small>	<b>Surname</b>	<input type="text"/>		
	<b>Previous forename(s)</b>	<input type="text"/>		
	<b>Previous surname(s)</b>	<input type="text"/>		
<b>Address</b>	<input type="text"/>			
<b>Usual residential address</b>	<input type="text"/>			
For a corporation, give the registered or principal office address.	<b>Post town</b>	<input type="text"/>		
	<b>County / Region</b>	<input type="text"/>	<b>Postcode</b>	<input type="text"/>
	<b>Country</b>	<input type="text"/>		
	<b>Day</b>	<b>Month</b>	<b>Year</b>	
<b>Date of birth</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<b>Nationality</b> <input type="text"/>
<b>Business occupation</b>	<input type="text"/>			
<b>Other directorships</b>	<input type="text"/>			
	<input type="text"/>			
	I consent to act as director of the company named on page 1			
<b>Consent signature</b>	<input type="text"/>		<b>Date</b>	<input type="text"/>

**This section must be signed by***Either***an agent on behalf  
of all subscribers****Signed****Date****Or the subscribers***( i.e those who signed  
as members on the  
memorandum of  
association).***Signed****Date**

9/8/99

**Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

# **JOHN CHRISTOPHER TURNBULL**

## **Directorships**

Dick Smith Electronics Limited  
Bircham & Co Nominees Limited  
Bircham & Co Nominees (No.2) Limited  
Cavendish Fourth Assured Plc  
Stonsolic Nominees & Trustees Limited  
Stonsolic Registrars Limited  
Rangeone Limited

**Company Number:**

**The Companies Acts 1985 to 1989**

**COMPANY LIMITED BY SHARES**

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**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
  
OF  
  
GO TRAVEL LIMITED**

**BIRCHAM & CO.**

**SOLICITORS**

THE COMPANIES ACTS 1985 TO 1989  
PRIVATE COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION OF  
GO TRAVEL LIMITED



1. The Company's name is "GO TRAVEL LIMITED".
2. The Company's registered office will be situated in England & Wales.
3. The object of the Company is to carry on business as a general commercial company. Without prejudice to the generality of this object and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:-
  - 3.1 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or enter any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures debenture stock or securities that may have been agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
  - 3.2 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be deemed appropriate and to hold or otherwise deal with any investments made.
  - 3.3 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any

N. INC £100  
Drummonds 0244138  
S. 22X



person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

- 3.4 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its unclad capital, and also by similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.5 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.6 To apply for, promote and obtain any Act of Parliament, order, or licence of any department of state or other authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.7 To enter into any arrangements with any government or authority that may seem conducive to the attainment of the Company's objects or any of them.
- 3.8 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 3.9 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company.
- 3.10 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other

securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

- 3.11 To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- 3.12 To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- 3.13 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the spouses, widows, widowers, children and other relatives and dependants of such persons; to make payments towards insurance, including insurance for any Director, Officer or Auditor against any liability as is referred to in Section 310(1) of the Act; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their spouses, widow, widower, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- 3.14 To procure the Company to be registered or recognised in any part of the world.
- 3.15 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 3.16 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's object or of any of the powers given to it by the Act or

by this Clause.

AND so that:-

- (1) None of the provisions set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.
  - (2) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
  - (3) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause 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.
4. The liability of the Members is limited.
  5. The Company's share capital is £100 divided into 100 Ordinary Shares of £1 each.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

---

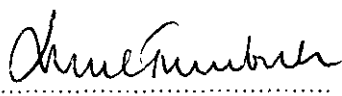
Name and address  
of Subscriber

Number of shares taken  
by the Subscriber

---

1. John Christopher Turnbull  
116 Cranley Gardens  
London N10 3AH

One

Signed: 

Dated the 9<sup>th</sup> day of August 1999.

Witness to the above Signature:-

Full name: Robert Andrew Jones

Address: 158 Winstan Road  
Newington Green  
London N16 9LU

Occupation: Trainee Educator

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

GO TRAVEL LIMITED

**1. PRELIMINARY**

- 1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- 1.2 In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

**2. ALLOTMENT OF SHARES**

- 2.1 Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.
- 2.2 All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than

fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (2.2) shall have effect subject to Section 80 of the Act.

- 2.3 In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

### **3. TRANSFER OF SHARES**

- 3.1 The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer which would otherwise be permitted under the succeeding provisions of this Article if it is a transfer:

- 3.1.1 of a share on which the Company has a lien;
- 3.1.2 of a share (not being a fully paid share) to a person of whom they shall not approve;
- 3.1.3 of a share (whether or not it is fully paid) made pursuant to paragraph (3.7) below.

Clause 24 in table A shall not apply to the Company

- 3.2 Any person (hereinafter called 'the Proposing Transferor') proposing to transfer any shares shall give notice in writing (hereinafter called 'the Transfer Notice') to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The Transfer Notice shall constitute the Company the agents of the Proposing Transferor for the sale of all (but not some of) the shares comprised in the Transfer Notice to any member or members willing to purchase the same (hereinafter called 'the Purchasing Member') at the price specified

therein or at the fair value certified in accordance with paragraph (3.4) below (whichever shall be the lower). A Transfer Notice shall not be revocable except with the sanction of the directors.

- 3.3 The shares comprised in any Transfer Notice shall be offered to the members (other than the Proposing Transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called 'the Offer Notice') within seven days after the receipt by the Company of the Transfer Notice. The Offer Notice shall state the price per share specified in the Transfer Notice and shall limit the time in which the offer may be accepted not being less than 21 days nor more than 42 days after the date of the Offer Notice, provided that if a certificate of fair value is requested under paragraph (3.4) below the offer shall remain open for acceptance for a period of 14 days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the members or until the expiry of the period specified in the Offer Notice whichever is the later. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The Offer Notice shall further invite each member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the members in proportion to their existing holdings, the same shall be offered to the members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the directors may think fit.
- 3.4 Any member may, not later than eight days after the date of the Offer Notice, serve on the Company a notice in writing requesting that the auditor for the time being of the Company (or at the discretion of the auditor, or if no auditor is appointed to the Company, a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the Transfer Notice as at the date of the Transfer Notice and for the purpose of this Article reference to the

auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the Proposing Transferor and the Purchasing Members or borne by any one or more of them as the auditor in his absolute discretion shall decide. In certifying the fair value as aforesaid the auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the auditor, the Company shall by notice in writing inform all members of the fair value of each share and of the price per share (being the lower of the price specified in the Transfer Notice and the fair value of each share) at which the shares comprised in the Transfer Notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the Transfer Notice shall be the sum certified as aforesaid divided by the number of shares comprised in the Transfer Notice.

- 3.5 If Purchasing Members shall be found for all the shares comprised in the Transfer Notice within the appropriate period specified in paragraph (3.3) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called 'the Sale Notice') to the Proposing Transferor specifying the Purchasing Members and the Proposing Transferor shall be bound upon payment of the price due in respect of all the shares comprised in the Transfer Notice to transfer the shares to the Purchasing Members.
- 3.6 If in any case the Proposing Transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the Purchasing Member. The receipt of the Company for the purchase money shall be a good discharge to the Purchasing Member. The Company shall pay the purchase money into a separate bank account.
- 3.7 If the Company shall not give a Sale Notice to the Proposing Transferor within the time specified in paragraph (3.5) above, he shall, during the period of 30 days next following the expiry of the time so specified, be at liberty subject to paragraph (3.1) above to transfer all or any of the shares in the Transfer Notice to any person or persons.
- 3.8 Clauses 29 to 31 of Table A shall apply subject to the following provisions:
- 3.8.1 Any person becoming entitled to a share in consequence of the death or



bankruptcy of a member shall give a Transfer Notice before he elects in respect of any share to be registered himself or to execute a transfer.

3.8.2 If a person so becoming entitled shall not have given a Transfer Notice in respect of any share within six months of the death or bankruptcy, the directors may at any time thereafter upon resolution passed by them give notice requiring such person within 30 days of such notice to give a Transfer Notice in respect of all the shares to which he has so become entitled and for which he has not previously given a Transfer Notice and if he does not do so he shall at the end of such 30 days be deemed to have given a Transfer Notice pursuant to paragraph (3.2) of this Article relating to those shares in respect of which he has still not done so.

3.8.3 Where a Transfer Notice is given or deemed to be given under this paragraph (3.8) and no price per share is specified therein the Transfer Notice shall be deemed to specify the sum which shall, on the application of the directors, be certified in writing by the auditors in accordance with paragraph (3.4) of this Article as the fair value thereof.

#### **4. SHARES**

The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

5. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### **6. GENERAL MEETINGS AND RESOLUTIONS**

6.1 Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to

the Auditors for the time being of the Company.

- 6.2 No business shall be transacted at any General Meeting unless a quorum is present. Subject to paragraph 6.3 below two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.
- 6.3 If and for so long as the Company has only one Member, that Member present in person or by proxy or if that Member is a corporation by a duly authorised representative shall be a quorum.
- 6.4 If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
- 6.5 Clauses 40 and 41 in Table A shall not apply to the Company.

## **7. SINGLE MEMBER COMPANY**

- 7.1 If and for so long as the Company has only one Member and that Member takes any decision which is required to be taken in General Meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in General Meeting save that this paragraph shall not apply to resolutions passed pursuant to sections 303 and 391 of the Act.
- 7.2 Any decision taken by a sole Member pursuant to paragraph 7.1 above shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minutes Book.

## **8. APPOINTMENT OF DIRECTORS**

- 8.1 Clause 64 in Table A shall not apply to the Company.
- 8.2 The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these

Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

- 8.3 The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.
- 8.4 No person shall be appointed a Director at any General Meeting unless either:-
- 8.4.1 *he is recommended by the Directors; or*
  - 8.4.2 not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.
- 8.5 Subject to paragraph 8.4 above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- 8.6 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph 8.2 above as the maximum number of Directors and for the time being in force.
- 8.7 In any case where as the result of the death of a sole Member of the Company the Company has no Members and no Directors the personal representatives of such deceased Member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in General Meeting pursuant to paragraph 8.5 of this Article.

## **9. BORROWING POWERS**

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

## **10. ALTERNATE DIRECTORS**

Clauses 65 to 69 (inclusive) in Table A shall not apply to the Company. No director shall be entitled to appoint an alternate.

## **11. GRATUITIES AND PENSIONS**

11.1 The Directors may exercise the powers of the Company conferred by Clause 3(ii)(s) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

11.2 Clause 87 in Table A shall not apply to the Company.

## **12. PROCEEDINGS OF DIRECTORS**

12.1 A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

12.2 Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

## **13. THE SEAL**

13.1 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 instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Clause 101 of Table A shall not apply to the Company.

13.2 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.

## **14. INDEMNITY**

14.1 Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or

incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

14.2 The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.

14.3 Clause 118 in Table A shall not apply to the Company.


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Name and address of Subscriber

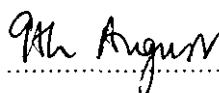
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1. John Christopher Turnbull  
116 Cranley Gardens  
London N10 3AH

Signed



Dated

 1999

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Dated this 9<sup>th</sup> day of August 1999

Witness to the above signature,

Full name: Robert Andrew Jones

Address: 158 Winston Road  
Newington Green  
London N16 9LU

Occupation: Trainee Teacher