

FILE COPY



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

Company No. 4157157

The Registrar of Companies for England and Wales hereby certifies that
EVERYONE'S EYEWEAR 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 9th February 2001



N04157157H

L Jones
K. L. Jones
For The Registrar Of Companies



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

Declaration on application for registration

Company Name in full

EVERYONE'S EYEWEAR LIMITED

I, CHRISTOPHER GWINN

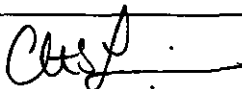
of 8 NEWBURY STREET, ANDOVER, HAMPSHIRE

† 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

2 NEW STREET, ANDOVER, HAMPSHIRE

Day Month Year

on

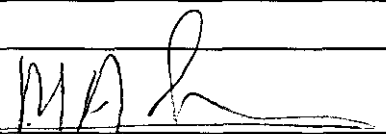
07 02 2001

● Please print name.

before me ●

M. A. SEARS

Signed



Date

7/2/01

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.

Attn: C. Gwin Esq. Messrs Parker Bullen Solicitors

8 Newbury Street, Andover, Hampshire SP10 1DW

Tel 01264 400500

DX number 90304 DX exchange ANDOVER

AQ1
COMPANIES HOUSEQ166
08/02/01

Form revised July 1998

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 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**

Please complete in typescript,
or in bold black capitals.

CHFP041

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

Company Name in full

EVERYONE'S EYEWEAR LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

91 HIGH STREET

Post town

ANDOVER

County / Region

HAMPSHIRE

Postcode

SP10 1ND

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.

Parker Bullen

Attn: C Gwinn Esq

8 Newbury Street, Andover, Hampshire

SP10 1DW

Tel 01264 400500

DX number 90304

DX exchange Andover

A01
COMPANIES HOUSE0165
08/02/01

Form revised July 1998

When you have completed and signed the form please send it to the
Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 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**

Company Secretary (see notes 1-5)

Company name WESSEX COMPANY SECRETARIES LIMITED

NAME *Style / Title

*Honours

*Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

8 NEWBURY STREET

Usual residential address

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

Post town ANDOVER

County / Region HAMPSHIRE

Postcode SP10 1DW

Country ENGLAND

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

Consent signature

R. H. Hoscock
for and on behalf of Wessex
Company Secretaries Limited

Date 7 FEBRUARY 2001

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MS

*Honours

Forename(s) CAROLE JOY

Surname UNDERWOOD

Previous forename(s)

Previous surname(s) MILLER

Address

155 GALAHAD CLOSE

Usual residential address

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

KING ARTHURS WAY

Post town ANDOVER

County / Region HAMPSHIRE

Postcode SP10 4BP

Country ENGLAND

Day Month Year

Date of birth

2 2 0 3 1 9 6 3

Nationality BRITISH

Business occupation

DIRECTOR

Other directorships

NONE

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

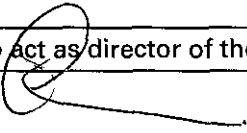
Consent signature

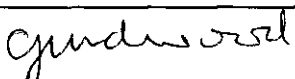
gunderwood

Date

07/02/01 2001

Directors (continued) (see notes 1-5)

NAME	*Style / Title	MR	*Honours	
*Voluntary details	Forename(s)	GARY		
	Surname	KEE		
	Previous forename(s)			
	Previous surname(s)			
	Address	90 LAWRENCE ROAD		
Usual residential address				
For a corporation, give the registered or principal office address.	Post town	SOUTHSEA		
	County / Region	HAMPSHIRE	Postcode	SP5 1NZ
	Country	ENGLAND		
	Day	Month	Year	
	Date of birth	0 7	0 5	1 9 7 1
	Nationality	BRITISH		
	Business occupation	OPHTHALMIC OPTICIAN		
	Other directorships	NONE		
	I consent to act as director of the company named on page 1			
Consent signature			Date	7/2/ 2001

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**

07/02/01 2001

Signed**Date**

7/2/ 2001

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

Notes

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

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and 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.

Subscribers:

The form must be signed personally either by the subscriber/s or by a person or persons authorised to sign on behalf of the subscriber(s).

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.

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 person 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, or
- 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, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

4157157

ACCEPT UNSTAMPED £ 20
NC/CN
SIGNED *[Signature]*
DATE *9/12/01*

THE COMPANIES ACT 1985
AS AMENDED BY THE COMPANIES ACT 1989

COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
EVERYONE'S EYEWEAR LIMITED

- 1 The name of the Company is EVERYONE'S EYEWEAR LIMITED.
- 2 The registered office of the Company will be situate in England.
- 3 The object for which the Company is established is to carry on business as a general commercial company including, without prejudice to the generality of the forgoing:-
 - 3.1 To apply for and take out purchase or otherwise acquire any trade and service marks and names designs patents patent rights inventions and secret processes and to carry on the business of any inventor designer or research organisation.
 - 3.2 To sell exchange mortgage charge let on rent share of profit royalty or otherwise grant licences easements options servitudes and other rights over and in any other manner deal with or dispose of all or any part of the undertaking property and assets (present and future) of the Company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities.
 - 3.3 To provide services of all descriptions and to carry on business as advisers consultants brokers and agents of any kind.
 - 3.4 To advertise market and sell the products of the Company and of any other person and to carry on the business of advertisers or advertising agents or of a marketing and selling organisation or of a supplier wholesaler retailer merchant or dealer of any kind.
 - 3.5 To provide technical cultural artistic educational entertainment or business material facilities or services and to carry on any business involving any such provision.
 - 3.6 To enter into any arrangements with any government or authority or person and to obtain from any such government or authority or person any legislation orders rights privileges franchises and concessions and to carry out exercise and comply with the same.
 - 3.7 To borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking

property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities.

- 3.8 To enter into any guarantee contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee support or secure with or without consideration whether by personal obligation or by mortgaging or charging all or any part of the undertaking property and assets (present and future) or in any other manner the performance of any obligations or commitments of and the repayment or payment of the principal amounts of and any premiums interest dividends and other moneys payable on or in respect of any securities or liabilities of any person including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company.
- 3.9 To amalgamate or enter into partnership or any profit-sharing arrangement with or to co-operate or participate in any way with or to take over or assume any obligation of or to assist or subsidise any person.
- 3.10 To accept draw make create issue execute discount endorse negotiate and deal in bills of exchange promissory notes and other instruments and securities whether negotiable or otherwise.
- 3.11 To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose.
- 3.12 To give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of or otherwise assisting in the issue of any securities of the Company or in or about the formation of the Company or the conduct or course of its business and to establish or promote or concur or participate in establishing or promoting any company fund or trust and to subscribe for underwrite purchase or otherwise acquire securities of any company fund trust or business promoters or managers and of underwriters or dealers in securities and to act as director of and as secretary manager registrar or transfer agent for any other company and to act as trustees of any kind and to undertake and execute any trust.

- 3.13 To pay all costs charges and expenses preliminary or incidental to the promotion formation establishment and incorporation of the Company and to procure the registration or incorporation of the Company in or under the laws of any place outside England.
- 3.14 To grant pensions annuities or other allowances including allowances on death to any directors officers or employees or former directors officers or employees or former directors officers or employees of the Company or any company which at any time is or was a subsidiary or holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them and to the relations connections or dependants of any such persons and to other persons whose service or services have directly or indirectly been of benefit to the Company or who the Company considers have any moral claim on the Company or to their relations connections or dependants and to establish or support any associations institutions clubs schools building and housing schemes funds and trusts and to make payments towards insurances or other arrangements likely to benefit any such persons or otherwise advance the interests of the Company or of its Members and to subscribe guarantee or pay money for any purpose likely directly or indirectly to further the interests of the Company or of its Members or for any national charitable benevolent educational social public general or useful object.
- 3.15 To cease carrying on or wind up any business or activity of the Company and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.
- 3.16 To distribute any of the property of the Company among its creditors and Members in specie or kind.
- 3.17 To do all or any of the things or matters aforesaid in any part of the world and either as principals agents contractors trustees or otherwise and by or through trustees agents or otherwise and either alone or in conjunction with others.
- 3.18 To carry on the business of ophthalmic or dispensing opticians or to carry on any other business or activity and do anything of any nature which in the opinion of the Company is or may be capable of being conveniently carried on or done in connection with the above or likely directly or indirectly to enhance the value of or render more profitable all or any

part of the Company's undertaking property or assets or otherwise to advance the interests of the Company or of its Members.

3.19 To do all such other things as in the opinion of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that "company" in this clause except where used in reference to this Company shall include any partnership or other body of persons whether incorporated or not incorporated and whether formed incorporated domiciled or resident in the United Kingdom or elsewhere; "person" shall include any company as well as any other legal or natural person; "securities" shall include any fully partly or nil paid or no par value share stock unit debenture debenture or loan stock deposit receipt bill note warrant coupon right to subscribe or convert or similar right or obligation; "and" and "or" shall mean "and/or" where the context so permits; "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible and the objects specified in the different paragraphs of this clause shall not except where the context expressly so requires be in any way limited or restricted 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 shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate distinct and independent company.

4 The liability of members is limited.

5 The share capital of the Company is £10,000 divided into ten thousand shares of £1 each and the Company shall have the power to divide the original or any increased capital into several classes and to attach thereto any preferential deferred qualified or other special rights privileges restrictions or conditions.

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

NAMES ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

Number of Shares
taken by each

gunderwood.

Carole Joy UNDERWOOD
155 Galahad Close
King Arthur's Way
Andover
Hampshire SP40 4BP

One

[Signature]

Gary KEE
90 Lawrence Road
Southsea
Hampshire PO5 1NZ

One

Witnessed by:-

Witness Signature

A Hockin

Name

GENNA HOCKIN

Address

1 EPSON COURT
TIMOR CLOSE
WHITELEY, FAREHAM

Occupation

PO15 7EQ
CUSTOMER RELATIONS MANAGER

Dated this

7 February

2001

THE COMPANIES ACT 1985
AS AMENDED BY THE COMPANIES ACT 1989
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
EVERYONE'S EYEWEAR LIMITED

1 PRELIMINARY

- 1.1 In these Articles "Table A" means Table A in The Companies (Tables A to F) Regulations 1985 or any statutory modification or re-enactment thereof for the time being in force.
- 1.2 The regulations contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. Regulations 64, 73 to 80 inclusive, 84 and 101 in Table A shall not apply.

2 PRIVATE COMPANY

The Company is a private company as defined by the Act and the following provisions shall have effect:-

- 2.1 The right to transfer shares of the Company shall be restricted as hereinafter provided.
- 2.2 The Company shall not offer any of its shares or debentures to the public for subscription.

3 SHARES

The Directors of the Company are authorised for the purposes of Section 80 of the Act during the period of five years from the date of incorporation of the Company to allot grant options over or otherwise deal with or dispose of the original shares in the capital of the Company to such persons at such times and on such conditions as they think fit subject to the provisions of Articles 4 and 5 hereof and provided that no shares shall be issued at a discount. In accordance with Section 91(1) of the Act Section 89(1) of the Act shall be excluded from applying to the Company.

- 4 The general authority conferred on the Directors by Regulation 3 of these Articles shall extend to all relevant securities (as defined by Section 80(2) of the Act) of the Company from time to time unissued during the period of such authority. The said authority will expire on that date which is the fifth anniversary of the date upon which the Company was incorporated but the Directors may after the authority has expired allot any shares in pursuance of an offer or agreement so to do made by

the Company before the authority expired. The authority may be renewed varied or revoked by the Company in General Meeting.

5 TRANSFER OF SHARES

5.1 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 agent 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 5.3 below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

5.2 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 twenty-one days nor more than forty-two days after the date of the offer notice provided that if a certificate of fair value is requested under paragraph 5.3 below the offer shall remain open for acceptance for a period of fourteen 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.

- 5.3 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, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) 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 its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.
- 5.4 If purchasing members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph 5.2 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.

- 5.5 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 members. The Company shall pay the purchase money into a separate bank account.
- 5.6 If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph 5.4 above he shall during the period of thirty days next following the expiry of the time so specified be at liberty to transfer all or any of the shares comprised in the transfer notice to any person or persons but in that event the Directors may in their absolute discretion and without assigning any reason therefor decline to register any such transfer and Clause 24 in Table A shall for these purposes be modified accordingly.
- 5.7 In the application of Clauses 29 to 31 (inclusive) in Table A to the Company:-
- 5.7.1 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 in himself or to execute a transfer*
- 5.7.2 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 thirty 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 thirty days be deemed to have *given a transfer notice pursuant to paragraph 5.1 of this Article relating to those shares in respect of which he has still not done so;*
- 5.7.3 where a transfer notice is given or deemed to be given under this paragraph 5.7 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 5.3 of this Article as the fair value thereof;
- 5.7.4 whenever any member of the Company who is employed by the Company in any capacity (whether or not he is also a Director) ceases to be employed by the Company

otherwise than by reason of his death the Directors may at any time not later than six months after his ceasing to be employed resolve that such member do retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served a transfer notice pursuant paragraph 5.1 of this Article and to have specified therein the fair value to be certified in accordance with paragraph 5.3 of this Article. Notice of the passing of any such resolution shall forthwith be given to the member affected thereby.

- 6 The lien conferred by regulation 8 in Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

7 NOTICES

7.1 Every notice calling 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 all notices and other communications relating to a General Meeting which any member is entitled to receive shall also be sent to the auditor for the time being of the Company.

7.2 Where a notice is sent by post it shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted and Regulation 115 in Table A shall be modified accordingly.

8 TRANSFERS

The Directors may in their absolute discretion and without giving any reason for so doing decline to register any transfer of any shares whether or not it is a fully paid share. Regulation 24 of Table A shall be modified accordingly.

9 PROCEEDINGS AT GENERAL MEETINGS

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

10 The words "If at the adjourned Meeting a quorum is not present within half an hour of the time appointed for the Meeting the meeting shall be dissolved" shall be added to Regulation 41 of Table A.

11 The Chairman of any meeting of the Company shall not have a second or casting vote unless such vote is on a question of adjournment and Regulation 50 in Table A shall be modified accordingly.

12 **DIRECTORS**

Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than one and there shall be no maximum number of Directors. If and so long as there is a sole Director such Director may act alone in exercising all the powers and authorities vested in the Directors.

13 The remuneration of the Directors other than any remuneration for executive or other special services under Articles 14 and 18 which shall be determined as provided in those articles shall be determined by the Directors subject to the approval of the company in General Meeting and the adoption of the accounts of the Company shall be deemed to be approval of the Directors' remuneration disclosed in such accounts and also for the payment of a similar sum in the following year or proportionate if the accounts are for a period shorter or longer than one year and Regulation 82 in Table A shall be modified accordingly.

14 If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the company the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a meeting of the Directors of the Company and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

15 A Director who has declared an interest in a contract or proposed contract under Regulation 85 in Table A may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Regulations 94 and 95 of Table A shall be modified accordingly.

16 The chairman of any meeting of the Directors or any committee thereof shall not have a second or casting vote and Regulation 88 in Table A shall be modified accordingly.

17

17.1 Without prejudice to the provisions of Section 303 of the Act the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The Company may by Ordinary Resolution appoint another person in place of the Director so removed.

17.2 Without prejudice to the powers conferred by the first preceding Article any person may be appointed a Director by the Directors either to fill a vacancy or as an additional Director.

18 The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the Company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto immediately cease to hold such executive office.

19 A Director holding such executive office as aforesaid for a fixed period shall not be entitled to resign as a Director of the Company and Regulation 81(d) in Table A shall be modified accordingly.

20 A notice calling a meeting of the Directors shall be in writing and Regulation 111 of Table A shall be modified accordingly.

21 BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and uncalled capital or any part thereof and to issue debentures debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

22 DIVIDENDS AND RESERVES

The Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think fit and proper as a reserve or reserves which shall at the discretion of the Directors be applicable for any purpose to which the profits of the Company may be properly

applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

- 23 The Directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- 24 The Company shall not be required to affix its common seal to documents being executed on behalf of the Company or to share certificates issued by the Company and Regulation 6 of Table A shall be modified accordingly. Regulation 101 of Table A shall not apply to the Company.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Underwood

Carole Joy UNDERWOOD
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[Signature]

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Witnessed by:-

Witness Signature

G. Hockin

Name

GEMMA HOCKIN

Address

1 EPSON COURT
TINOR CLOSE
WHITELEY, FAREHAM

Occupation

PO15 7EQ
CUSTOMER RELATIONS MANAGER

Dated this

7 February 2001