

FILE COPY



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

Company No. 4312779

The Registrar of Companies for England and Wales hereby certifies that  
SYNGENTA SERVICES 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 29th October 2001



\*N04312779K\*

A handwritten signature in dark ink, likely belonging to the Registrar of Companies.

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.

# 12

Please complete in typescript,  
or in bold black capitals.

CHFP025

## Declaration on application for registration

4312779.

Company Name in full

SYNGENTA SERVICES LIMITED

I, ROBERT JAMES HILLHOUSE FOR AND ON BEHALF OF

of MAWLAW SECRETARIES LIMITED, 20 BLACK FRIARS LANE,  
LONDON, EC4V 6HD

† 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

HOBSON AUDLEY, 7 PILGRIM STREET, LONDON, EC4V 6LB

Day Month Year

On 2 9 1 0 2 0 0 1

① Please print name.

before me ①

MR RAVINDER MAHAL

Signed

Date 29 October 2001

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.

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

Rowe & Maw (852)  
11 Pilgrim Street  
LONDON  
EC4V 6RW

909660v2

Tel 020 7248 4282

DX number DX 93

DX exchange LONDON



LD1  
COMPANIES HOUSE

1982  
29/10/01

Laserform International 12/99

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**

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Please complete in typescript,  
or in bold black capitals.

CHFP025

Notes on completion appear on final page

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

4312779.

### Company Name in full

SYNGENTA SERVICES LIMITED

### Proposed Registered Office

FERNHURST

(PO Box numbers only, are not acceptable)

Post town HASLEMERE

County / Region SURREY

Postcode GU27 3JE

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.

Rowe & Maw (852)  
11 Pilgrim Street  
LONDON  
EC4V 6RW

909658v2

Tel 020 7248 4282

DX number DX 93

DX exchange LONDON

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 SYNGENTA SERVICES LIMITED

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s) MAWLAW SECRETARIES LIMITED

Surname

Previous forename(s)

Previous surname(s)

**Address**

20 BLACK FRIARS LANE

**Usual residential address**

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

Post town LONDON

County / Region

Postcode EC4V 6HD

Country

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

**Consent signature**

Date 29 October 2001

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s) MAWLAW CORPORATE SERVICES LIMITED

Surname

Previous forename(s)

Previous surname(s)

**Address**

20 BLACK FRIARS LANE

**Usual residential address**

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

Post town LONDON

County / Region

Postcode EC4V 6HD

Country

Day Month Year

Date of birth

0

3

0

2

1

9

9

7

Nationality

ENGLAND AND WALES

**Business occupation**

PRIVATE LIMITED COMPANY

**Other directorships**

SEE ATTACHED LIST

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

**Consent signature**

Date 29 October 2001

**Directors**

(continued)

(see notes 1-5)

**NAME** \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address***Usual residential address*

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

Post town

County / Region

Postcode

Country

Day Month Year

**Date of birth****Nationality****Business occupation****Other directorships**

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

**Consent signature****Date****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**

29 October 2001

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

# MAWLAW CORPORATE SERVICES LIMITED

## Directorships Report

### Person Details

Name: MAWLAW CORPORATE SERVICES LIMITED  
QuickRef: MLCSLTD

### Addresses

Trading	Registered Office
20 BLACK FRIARS LANE LONDON EC4V 6HD	20 BLACK FRIARS LANE LONDON EC4V 6HD

### Directorships

Company Name	O/S	Appointed
ALIE STREET INVESTMENTS LIMITED		27/03/2001
ALMOND ROCA LIMITED		30/03/2000
ASHCROFT REAL ESTATES LIMITED		27/08/1998
BOODAI (UK) LIMITED		27/08/1998
BOYSEN UK LIMITED		16/07/1997
CARRIER1 INTERNATIONAL MANAGEMENT SERVICES LIMITED		27/07/2001
CHANDERHILL INVESTMENTS LIMITED		09/12/1997
CHP DEVELOPMENTS (U.K.) LIMITED		26/09/2000
CONSTRUCTION LASERS LIMITED		27/08/1998
ELMFIELD INVESTMENTS LIMITED		27/03/2001
EMPLOYER SOFTWARE SOLUTIONS LIMITED		19/01/1999
FREEDOM ONLINE LIMITED		24/03/1999
IndoNurture Limited		07/03/1997
INNDI LIMITED		30/05/1997
INSOMNIMANIA LIMITED		27/07/2001
INTERLIT LIMITED		26/03/1998
INTERROUTE TREASURY LIMITED		06/12/1999
KEY PROPERTY INVESTMENTS (NUMBER FOUR) LIMITED		16/10/2001
KEY PROPERTY INVESTMENTS (NUMBER THREE) LIMITED		16/10/2001
LEAR DONNELLY UK OVERHEAD SYSTEMS LIMITED		01/10/1997
MAGNA GLOBAL (UK) LIMITED		14/06/2001
MAWLAW 380 LIMITED		20/02/1998
MAWLAW 411 LIMITED		30/12/1998
MAWLAW 472 LIMITED		29/12/1999
MAWLAW 475 LIMITED		29/12/1999
MAWLAW 484 LIMITED		09/03/2000
MAWLAW 527 LIMITED		27/11/2000
MAWLAW 533 LIMITED		08/12/2000
MAWLAW 543 LIMITED		07/03/2001
MAWLAW 552 LIMITED		07/06/2001
MAWLAW 555 LIMITED		07/06/2001
MAWLAW 558 LIMITED		27/07/2001
MAWLAW 559 LIMITED		27/07/2001
MAWLAW 561 LIMITED		07/08/2001
MAWLAW 562 LIMITED		07/08/2001
MAWLAW 563 LIMITED		07/08/2001
MAWLAW 564 LIMITED		07/08/2001
MAWLAW 565 LIMITED		07/08/2001
N & G FINANCIAL MANAGEMENT (UK) LIMITED		07/12/2000
N & G FINANCIAL MANAGEMENT PLC		07/12/2000
Novartis & Bristol-Myers Squibb Ltd		29/01/2001
RADIO DESIGN INNOVATION LIMITED		04/06/1997
SEGH LIMITED		03/05/2000

# MAWLAW CORPORATE SERVICES LIMITED

## Directorships Report

Company Name	O/S	Appointed
SOKKIA SOUTHERN SALES LIMITED		28/09/2000
STREETCAR LIMITED		11/02/2000
THE INDUSTRY LIMITED		27/07/2001

### Past Directorships

Company Name	O/S	Appointed	Resigned
24a CLAPHAM ROAD LIMITED		18/07/2000	19/10/2000
A K WARRANTOR & INDEMNITY LIMITED (GA)		04/06/1997	18/07/1997
ACCESS SYSTEMS (EUROPE) LIMITED		13/09/1999	25/01/2000
ACCUMULATION LIMITED		30/06/1998	23/09/1998
ADVERTISING.COM (HOLDINGS) LIMITED		23/05/2000	23/02/2001
ADVERTISING.COM INTERNATIONAL HOLDINGS LIMITED		02/11/2000	02/11/2000
ADVERTISING.COM LIMITED		23/05/2000	23/02/2001
AEA INTERNATIONAL SERVICES (UK) LIMITED		10/12/1997	09/01/1998
AES PENSION TRUSTEES LIMITED (Gone Away)		10/04/1997	13/05/1997
AIRGARE LIMITED		04/08/1998	01/09/1998
AMORPHOUS SUGAR LIMITED		07/06/2001	17/07/2001
ANDROS UK LIMITED		11/02/1999	16/02/1999
APRICORN INVESTMENTS LIMITED		29/01/2001	01/03/2001
APRICORN SYSTEMS LIMITED		23/05/2000	22/06/2000
ARMORIC HOLDINGS LIMITED		17/05/2001	18/05/2001
ARMORIC INVESTMENTS LIMITED		17/05/2001	18/05/2001
ARRANDCO PRODUCTS LIMITED		07/06/2001	30/07/2001
ASCADA LIMITED		29/07/1998	28/08/1998
ASHCROFT KETTERING MANAGEMENT LIMITED		03/05/2000	25/05/2000
ASHCROFT RETAIL MANAGEMENT LIMITED (Gone Away)		04/06/1997	11/03/1998
AXXON TELECOM LIMITED		16/07/1997	08/08/1997
BELFAST TELEGRAPH PENSION TRUSTEE LIMITED		22/09/2000	20/10/2000
BG GROUP PENSION TRUSTEES LIMITED		06/06/2001	06/06/2001
BOVIS HOMES PENSION SCHEME TRUSTEE LIMITED (GA)		20/08/1997	22/09/1997
BRIGHTON RACECOURSE COMPANY LIMITED (GA)		21/11/1997	04/02/1998
C.G.A. HOLDINGS LIMITED		10/12/1997	09/04/1998
Cabot Place (RT2) Limited		19/02/1999	19/02/1999
CANARY SOLUTIONS LIMITED		26/10/2000	26/10/2000
Canary Wharf (B4) Limited		12/11/1998	12/11/1998
Canary Wharf (B4) T1 Limited		12/11/1998	12/11/1998
Canary Wharf (B4) T2 Limited		12/11/1998	12/11/1998
Canary Wharf (B5) Limited		25/09/1997	25/09/1997
Canary Wharf (B5) T1 Limited		25/09/1997	25/09/1997
Canary Wharf (B5) T2 Limited		25/09/1997	25/09/1997
CANARY WHARF (BP1) LIMITED		06/09/2000	06/09/2000
Canary Wharf (Car Parks) Limited		07/12/1998	07/12/1998
Canary Wharf (DS1) Limited		15/04/1999	22/04/1999
CANARY WHARF (DS1) T1 LIMITED		17/05/2001	18/05/2001
CANARY WHARF (DS1) T2 LIMITED		17/05/2001	18/05/2001
Canary Wharf (DS2) Limited		22/07/1998	22/07/1998
Canary Wharf (DS2) T1 Limited		22/07/1998	22/07/1998
Canary Wharf (DS2) T2 Limited		22/07/1998	22/07/1998
CANARY WHARF (DS3) LIMITED		20/09/2000	21/09/2000
CANARY WHARF (DS4) LIMITED		27/07/2000	27/07/2000
CANARY WHARF (DS4) T1 LIMITED		20/09/2001	24/09/2001
CANARY WHARF (DS4) T2 LIMITED		20/09/2001	24/09/2001
Canary Wharf (DS5) Limited		19/02/1999	19/02/1999
CANARY WHARF (DS5) T1 LIMITED		16/10/2000	16/10/2000
CANARY WHARF (DS5) T2 LIMITED		16/10/2000	16/10/2000

# MAWLAW CORPORATE SERVICES LIMITED

## Directorships Report

Company Name	O/S	Appointed	Resigned
CANARY WHARF (DS8) LIMITED		17/03/2000	22/03/2000
Canary Wharf (RT2) Limited		15/10/1997	15/10/1997
Canary Wharf (RT2) T1 Limited		15/10/1997	15/10/1997
Canary Wharf (RT2) T2 Limited		15/10/1997	15/10/1997
Canary Wharf (WF9) Limited		07/12/1998	07/12/1998
CANARY WHARF (WF9) T1 LTD		17/05/2001	18/05/2001
CANARY WHARF (WF9) T2 LIMITED		17/05/2001	18/05/2001
Canary Wharf Contractors (B4) Limited		11/02/1998	11/02/1998
Canary Wharf Contractors (B5) Limited		25/09/1997	25/09/1997
CANARY WHARF CONTRACTORS (BP1) LIMITED		06/09/2000	06/09/2000
Canary Wharf Contractors (DS1) Limited		15/04/1999	22/04/1999
Canary Wharf Contractors (DS2) Limited		22/07/1998	22/07/1998
CANARY WHARF CONTRACTORS (DS3) LIMITED		20/09/2000	20/09/2000
CANARY WHARF CONTRACTORS (DS4) LIMITED		27/07/2000	27/07/2000
Canary Wharf Contractors (DS5) Limited		19/02/1999	19/02/1999
CANARY WHARF CONTRACTORS (DS8) LIMITED		17/03/2000	22/03/2000
CANARY WHARF CONTRACTORS (HQ INFRASTRUCTURE) LIMITED		06/03/2001	07/03/2001
CANARY WHARF CONTRACTORS (HQ1) LIMITED		15/01/2001	15/01/2001
CANARY WHARF CONTRACTORS (HQ2) LIMITED		12/01/2001	12/01/2001
CANARY WHARF CONTRACTORS (HQ3) LIMITED		12/01/2001	12/01/2001
CANARY WHARF CONTRACTORS (HQ4) LIMITED		12/01/2001	12/01/2001
CANARY WHARF CONTRACTORS (HQ5) LIMITED		29/11/2000	29/11/2000
Canary Wharf Contractors (RT2) Limited		10/02/1998	11/02/1998
CANARY WHARF CONTRACTORS (RT3) LIMITED		12/01/2001	12/01/2001
Canary Wharf Contractors (WF9) Limited		06/11/1998	06/11/1998
CANARY WHARF FINANCE HOLDINGS LIMITED		15/02/2000	16/02/2000
CANARY WHARF FINANCE II PLC		16/02/2000	16/02/2000
Canary Wharf Holdings (B4) Limited		12/11/1998	12/11/1998
Canary Wharf Holdings (B5) Limited		25/09/1997	25/09/1997
CANARY WHARF HOLDINGS (BP1) LIMITED		06/09/2000	07/09/2000
Canary Wharf Holdings (DS1) Limited		15/04/1999	26/04/1999
Canary Wharf Holdings (DS2) Limited		22/07/1998	22/07/1998
CANARY WHARF HOLDINGS (DS3) LIMITED		21/09/2000	21/09/2000
CANARY WHARF HOLDINGS (DS4) LIMITED		27/07/2000	27/07/2000
Canary Wharf Holdings (DS5) Limited		19/02/1999	19/02/1999
CANARY WHARF HOLDINGS (DS8) LIMITED		17/03/2000	22/03/2000
Canary Wharf Holdings (RT2) Limited		15/10/1997	15/10/1997
Canary Wharf Holdings (WF9) Limited		07/12/1998	07/12/1998
CANARY WHARF INVESTMENT HOLDINGS (DS1) LIMITED		17/05/2001	18/05/2001
CANARY WHARF INVESTMENT HOLDINGS (DS4) LIMITED		24/09/2001	24/09/2001
CANARY WHARF INVESTMENT HOLDINGS (DS5) LIMITED		17/05/2001	18/05/2001
CANARY WHARF INVESTMENT HOLDINGS (WF9) LIMITED		17/05/2001	18/05/2001
CANARY WHARF INVESTMENTS (DS1) LIMITED		17/05/2001	18/05/2001
CANARY WHARF INVESTMENTS (DS4) LIMITED		20/09/2001	24/09/2001
CANARY WHARF INVESTMENTS (DS5) LIMITED		16/10/2000	16/10/2000
CANARY WHARF INVESTMENTS (WF9) LIMITED		17/05/2001	18/05/2001
Canary Wharf Leasing (B4) Limited		12/11/1998	12/11/1998
CANARY WHARF LEASING (DS5) LIMITED		16/10/2000	16/10/2000
Canary Wharf Leasing (RT2) Limited		15/10/1997	15/10/1997
CANARY WHARF LENDING II LIMITED		16/02/2000	16/02/2000
CANARY WHARF TELECOMS LIMITED		29/08/2001	29/08/2001
CENDANT EUROPE LIMITED		30/12/1998	26/01/1999
CENTRICA ENGINEERS PENSION TRUSTEES LIMITED (GA)		08/12/1997	08/12/1997
CENTRICA STAFF PENSION TRUSTEES LIMITED (GA)		08/12/1997	08/12/1997
CHANDERHILL (MARLOW) LIMITED		06/12/1999	03/02/2000



# MAWLAW CORPORATE SERVICES LIMITED

## Directorships Report

Company Name	O/S	Appointed	Resigned
CHANDERHILL HOLDINGS LIMITED		11/02/2000	09/03/2000
CHANDERHILL RYEBROOK LIMITED (GA)		20/08/1997	12/09/1997
CHARLES SEARCH & SELECTION LIMITED		07/04/1998	01/07/1998
CHRISTIAN COMMUNICATIONS PARTNERSHIP LIMITED (GA)		19/08/1997	24/10/1997
CITY & SOUTHERN LIMITED (GA)		10/04/1997	25/04/1997
CITY & WHITELEY LIMITED (GA)		20/02/1998	26/03/1998
CLUB BIZ LIMITED		26/02/2001	28/02/2001
CONFIRMANT LIMITED		07/03/2001	13/06/2001
COR CONSORTIUM LIMITED		02/05/2001	26/07/2001
CORNEY & BARROW MERCHANTING HOLDINGS LIMITED		25/02/1999	10/05/2000
CRAZY GEORGE'S LIMITED		29/10/1998	27/01/1999
CREST CHAPMAN LIMITED (Gone Away)		07/03/1997	03/04/1997
CROWDED HOUSE HOLDINGS LIMITED (GA)		16/07/1997	13/05/1998
CRV (UK) LIMITED		11/09/2000	20/09/2000
CW Depositor B2 Limited		01/01/1997	24/09/1997
CW Depositor DS7B Limited		24/09/1997	24/09/1997
CW Depositor DS7F Limited		24/09/1997	24/09/1997
CW Depositor FC3 Limited		24/09/1997	24/09/1997
CW FINANCE HOLDINGS II LIMITED		24/09/1997	24/09/1997
CW Leasing B2 Limited		31/05/2000	31/05/2000
CW Leasing DS7B Limited		24/09/1997	24/09/1997
CW Leasing DS7F Limited		24/09/1997	24/09/1997
CW Leasing FC3 Limited		24/09/1997	24/09/1997
CW Properties B2 Limited		24/09/1997	24/09/1997
CW Properties DS7B Limited		24/09/1997	24/09/1997
CW Properties DS7F Limited		24/09/1997	24/09/1997
CW Properties FC3 Limited		24/09/1997	24/09/1997
CWC SPVh Limited		24/09/1997	24/09/1997
CWC SPVi Limited		10/04/1997	06/05/1997
CWCB INVESTMENTS (DS1) LIMITED		16/05/1997	23/05/1997
CWCB INVESTMENTS (DS5) LIMITED		17/05/2001	18/05/2001
CWCB INVESTMENTS (DS6) LIMITED		17/05/2001	18/05/2001
CWCB INVESTMENTS (WF9) LIMITED		02/03/2000	02/03/2000
CWCB LEASING (DS6) LIMITED		17/05/2001	18/05/2001
CWCB PROPERTIES (DS1) LIMITED		02/03/2000	02/03/2000
CWCB PROPERTIES (DS5) LIMITED		17/05/2001	18/05/2001
CWCB PROPERTIES (DS6) LIMITED		17/05/2001	18/05/2001
CWCB PROPERTIES (WF9) LIMITED		02/03/2000	02/03/2000
DEXTER MAGNETIC TECHNOLOGIES EUROPE LIMITED		17/05/2001	18/05/2001
DIAL INTERROUTE TELECOM LIMITED		29/05/2001	29/05/2001
DOW JONES REUTERS BUSINESS INTERACTIVE LIMITED		29/10/1998	15/01/1999
DRAGADOS CONCESSIONS LIMITED		19/05/1999	29/06/1999
DRAGADOS INVESTMENTS LIMITED		07/10/1999	19/01/2000
DRAINAGE SYSTEMS (CARDIFF) LIMITED (GA)		20/10/2000	15/11/2000
DRAINAGE SYSTEMS (LONDON) LIMITED (GA)		17/09/1998	14/12/1998
DRAINAGE SYSTEMS (NEWTON ABBOT) LIMITED (GA)		17/09/1998	14/12/1998
DRAINAGE SYSTEMS (ORPINGTON) LIMITED (GA)		07/10/1998	14/12/1998
DRAINAGE SYSTEMS (UK) LIMITED (Gone Away)		17/09/1998	14/12/1998
DRIFT ROAD LIMITED		07/10/1998	22/10/1998
EAGLE STAR EXECUTIVES' PENSION TRUSTEE LIMITED (GA)		02/05/2001	06/09/2001
EARLY ADVANTAGE (UK) LIMITED		20/08/1997	01/04/1998
EASY I HOLDINGS LIMITED		29/01/2001	22/03/2001
ECCO SHOES UK LIMITED		07/06/2001	24/07/2001
ECURIE FISKEN GT LIMITED		10/04/1997	14/05/1997
eFinancialNews.Com Limited		07/04/1998	09/07/1998
		17/12/1999	13/01/2000

# MAWLAW CORPORATE SERVICES LIMITED

## Directorships Report

Company Name	O/S	Appointed	Resigned
ELECTRONIC TRANSACTION CORPORATION PLC		07/06/2001	04/07/2001
ENGINE SERVICES EUROPE LIMITED		07/10/1998	22/10/1998
EQUOLOGY LIMITED		23/05/2000	05/07/2000
ESCAPE.COM CONSULTANTS LIMITED		29/12/1999	18/02/2000
ESCAPE.COM LIMITED (GA)		04/06/1997	27/06/1997
EUROPEAN MARKETING COMMUNICATION ORGANISATION LIMITED		16/02/1998	16/02/1998
EXELVIA OVERSEAS HOLDINGS LIMITED (GA)		01/10/1997	13/11/1997
FAST SEARCH UK LIMITED		17/10/2000	17/10/2000
FINANCE JOBS DIRECT LIMITED		24/03/1999	13/01/2000
FOUR BRINDLEYPLACE LIMITED		27/11/2000	11/12/2000
FRESHFOOD SYSTEMS LIMITED		30/06/1998	14/07/1998
GEMPLUS ASSOCIATES INTERNATIONAL LIMITED		01/10/1997	19/11/1997
GLOBAL CURRENCY NETWORK (UK) LIMITED		07/03/1997	24/03/1997
GMH CONSULTANTS LIMITED (Gone Away)		16/07/1997	29/10/1997
GoTalk Limited		07/10/1998	09/11/1998
GOURMET NOVA UK LIMITED		18/08/1999	29/03/2000
GVC NOMINEE LIMITED		23/06/1999	16/07/1999
GW PHARMACEUTICALS GROUP PLC		15/02/2001	05/03/2001
GWP TRUSTEE COMPANY LIMITED		23/05/2000	15/08/2000
H H ESOP LIMITED		06/04/1998	11/08/1998
HEADLAND HOMES LIMITED		20/08/1997	18/09/1997
HEAVYLIFT HOLDINGS LIMITED		28/01/1999	09/03/1999
HEAVYLIFT TECHNICAL SERVICES LIMITED		28/01/1999	22/07/1999
HERON QUAYS (HQ 1) LIMITED		25/09/2001	25/09/2001
HERON QUAYS (HQ 1) T1 LIMITED		20/09/2001	25/09/2001
HERON QUAYS (HQ 1) T2 LIMITED		20/09/2001	25/09/2001
HERON QUAYS (HQ 2) LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 2) T1 LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 2) T2 LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 3) LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 3) T1 LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 3) T2 LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 4) LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 4) T1 LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 4) T2 LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 5) LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 5) T1 LIMITED		20/09/2001	24/09/2001
HERON QUAYS (HQ 5) T2 LIMITED		20/09/2001	24/09/2001
Heron Quays (HQ1) Limited		31/03/1998	31/03/1998
HERON QUAYS HOLDINGS (HQ 1) LIMITED		24/09/2001	24/09/2001
HERON QUAYS HOLDINGS (HQ 2) LIMITED		24/09/2001	24/09/2001
HERON QUAYS HOLDINGS (HQ 3) LIMITED		24/09/2001	24/09/2001
HERON QUAYS HOLDINGS (HQ 4) LIMITED		24/09/2001	24/09/2001
HERON QUAYS HOLDINGS (HQ 5) LIMITED		24/09/2001	24/09/2001
HERON QUAYS LEASING (HQ 1) LIMITED		20/09/2001	25/09/2001
HERON QUAYS LEASING (HQ 2) LIMITED		20/09/2001	24/09/2001
HERON QUAYS LEASING (HQ 3) LIMITED		20/09/2001	24/09/2001
HERON QUAYS LEASING (HQ 4) LIMITED		20/09/2001	24/09/2001
HERON QUAYS LEASING (HQ 5) LIMITED		20/09/2001	24/09/2001
HIGH END CONTROLS LIMITED		24/03/1999	09/06/1999
HIGHPOINT TELECOM LIMITED		30/06/1998	15/12/1998
HILLIER PARKER FINANCE LIMITED (GA)		21/11/1997	22/12/1997
I-21 HOLDINGS LIMITED		03/05/2000	30/05/2000
I-21 LIMITED		30/12/1998	15/04/1999
iconect (uk) limited		20/02/1998	21/05/1998

# MAWLAW CORPORATE SERVICES LIMITED

## Directorships Report

Company Name	O/S	Appointed	Resigned
IFTE plc		16/08/1999	19/08/1999
INTEGRATED STUDIES LIMITED (GA)		01/01/1901	17/04/1997
INTERROUTE FINANCE LIMITED		20/10/2000	28/11/2000
INTERROUTE TELECOM SERVICES LIMITED		20/02/1998	16/04/1998
INTERSECTION UK LIMITED		28/04/1997	28/04/1997
JOOP! UK LIMITED		25/02/1999	26/04/1999
KATALYST PERSONAL DEVELOPMENT CONSULTANTS LIMITED		17/09/1998	25/09/1998
KEMP LITTLE LIMITED		07/03/2001	23/05/2001
KINGDOM UK LIMITED		16/07/1997	08/12/1997
Kingfisher FURBS Trustee Limited		12/03/2001	12/03/2001
LEAR CORPORATION PENSION SCHEME TRUSTEES LIMITED		07/10/1999	02/03/2000
LEAR CORPORATION UK HOURLY PAID PENSION TRUSTEES LIMITED		13/04/2000	04/05/2000
LEAR UK ACQUISITION LIMITED		10/04/1997	29/05/1997
LIBERIS LIMITED		29/12/1999	11/01/2000
LIFE ETC LIMITED		19/01/1999	30/11/2000
LONDON DRYWALL LIMITED		30/12/1998	12/01/1999
LSI DEVELOPERS LIMITED (Gone Away)		25/11/1997	25/11/1997
LSI PROPERTIES LIMITED (Gone Away)		25/11/1997	25/11/1997
LSI TITLE LIMITED (Gone Away)		25/11/1997	25/11/1997
LYNX BARBERSHOPS LIMITED		09/03/2000	29/03/2000
M PLUS RECYCLING LIMITED		08/12/2000	28/03/2001
M&G NOMINEES LIMITED (GA)		21/11/1997	14/01/1998
MARION MERRELL LIMITED		03/09/1999	08/12/2000
MARLOW BREWERY LIMITED		10/12/1997	26/02/1998
MAWLAW 376 LIMITED		10/12/1997	26/02/1998
MAWLAW 388 LIMITED		30/06/1998	22/01/1999
MAWLAW 410 LIMITED		29/10/1998	14/02/2000
MAWLAW 421 LIMITED		28/01/1999	29/06/1999
MAWLAW 425 LIMITED		28/01/1999	24/03/1999
MAWLAW 430 LIMITED		25/02/1999	24/03/1999
MAWLAW 435 LIMITED		24/03/1999	11/06/1999
MAWLAW 437 LIMITED		19/05/1999	13/07/1999
MAWLAW 438 LIMITED		19/05/1999	19/07/1999
MAWLAW 439 LIMITED		19/05/1999	19/07/1999
MAWLAW 440 LIMITED		19/05/1999	28/06/1999
MAWLAW 441 LIMITED		23/06/1999	30/06/1999
MAWLAW 442 LIMITED		23/06/1999	08/07/1999
MAWLAW 443 LIMITED		23/06/1999	08/07/1999
MAWLAW 445 LIMITED		23/06/1999	19/07/1999
MAWLAW 446 LIMITED		21/07/1999	26/07/1999
MAWLAW 447 LIMITED		21/07/1999	02/08/1999
MAWLAW 448 LIMITED		21/07/1999	02/08/1999
MAWLAW 449 LIMITED		21/07/1999	11/08/1999
MAWLAW 450 LIMITED		21/07/1999	05/08/1999
MAWLAW 451 LIMITED		18/08/1999	24/08/1999
MAWLAW 452 LIMITED		18/08/1999	02/09/1999
MAWLAW 454 LIMITED		18/08/1999	03/05/2001
MAWLAW 455 LIMITED		18/08/1999	03/05/2001
MAWLAW 457 LIMITED		13/09/1999	27/09/1999
MAWLAW 458 LIMITED		13/09/1999	19/10/1999
MAWLAW 459 LIMITED		13/09/1999	03/12/1999
MAWLAW 463 LIMITED		07/10/1999	03/03/2000
MAWLAW 464 LIMITED		07/10/1999	14/02/2000
MAWLAW 465 LIMITED		07/10/1999	08/12/1999

# MAWLAW CORPORATE SERVICES LIMITED

## Directorships Report

Company Name	O/S	Appointed	Resigned
MAWLAW 469 LIMITED		06/12/1999	03/02/2000
MAWLAW 473 LIMITED		29/12/1999	08/02/2000
MAWLAW 477 LIMITED		11/02/2000	02/03/2000
MAWLAW 480 LIMITED		11/02/2000	14/03/2000
MAWLAW 481 LIMITED		09/03/2000	20/03/2000
MAWLAW 485 LIMITED		09/03/2000	23/03/2000
MAWLAW 489 LIMITED		24/03/2000	12/04/2000
MAWLAW 492 LIMITED		13/04/2000	18/04/2000
MAWLAW 493 LIMITED		13/04/2000	20/04/2000
MAWLAW 498 LIMITED		03/05/2000	31/07/2000
MAWLAW 500 LIMITED		03/05/2000	16/05/2000
MAWLAW 503 LIMITED		23/05/2000	16/06/2000
MAWLAW 512 LIMITED		09/08/2000	04/09/2000
MAWLAW 513 LIMITED		09/08/2000	05/09/2000
MAWLAW 514 LIMITED		09/08/2000	05/09/2000
MAWLAW 519 LIMITED		11/09/2000	30/10/2000
MAWLAW 523 LIMITED		20/10/2000	04/12/2000
MAWLAW 524 LIMITED		20/10/2000	22/11/2000
MAWLAW 526 LIMITED		27/11/2000	27/11/2000
MAWLAW 531 LIMITED		08/12/2000	26/01/2001
MAWLAW 532 LIMITED		08/12/2000	29/12/2000
MAWLAW 536 LIMITED		29/01/2001	01/03/2001
MAWLAW 537 LIMITED		29/01/2001	01/03/2001
MAWLAW 545 LIMITED		07/03/2001	10/08/2001
MAWLAW 550 LIMITED		03/05/2001	05/09/2001
MAWLAW 566 LIMITED		08/08/2001	10/08/2001
MILL COURT (SLOUGH) LIMITED		20/02/1998	09/03/1998
MILLENNIUM DRIVERS LIMITED (GA)		09/12/1997	18/12/1998
mindfolio Limited		20/10/2000	13/11/2000
MNPA STAFF PENSION FUND TRUSTEES LIMITED (GA)		29/08/1997	18/09/1997
MOC.TOD LIMITED		09/03/2000	06/02/2001
MONDIAL COMMUNICATIONS (EUROPE) LIMITED		20/08/1997	25/09/1997
MONSANTO UK HOLDING COMPANY		25/07/2000	25/07/2000
MONSANTO UK LIMITED		27/07/2000	27/07/2000
NASH COURT RETAIL LIMITED		21/03/2001	21/03/2001
NEW DEAL IT SERVICES LIMITED		19/01/1999	07/10/1999
NOVARTIS AGRI HOLDING UK LIMITED		13/04/2000	16/06/2000
NOVARTIS CROP PROTECTION GRIMSBY LIMITED		09/05/2000	16/06/2000
OLIVER ASHWORTH SHARED SERVICES LIMITED		29/10/1998	14/12/1998
ONE LINE (UK) LIMITED		13/04/2000	10/05/2000
OPEN ANNUITIES LIMITED		16/10/2000	19/10/2000
ORIEL WORLDWIDE LIMITED (GA)		21/11/1997	08/01/1998
ORPHEUS CONSULTING LIMITED		01/10/1997	07/11/1997
P&O PRINCESS CRUISES PENSION TRUSTEE LIMITED		11/09/2000	14/09/2000
PECHARD LIMITED		27/11/2000	30/11/2000
PLANT BREEDING INTERNATIONAL CAMBRIDGE LIMITED		06/12/1999	22/12/1999
POINTEURO III LIMITED		24/03/1999	21/04/1999
PORT SUNLIGHT VILLAGE HERITAGE TRADING COMPANY LIMITED		25/02/1999	31/03/1999
PREBON CEDEF (UK) LIMITED		25/04/2001	26/04/2001
PREBON MARSHALL YAMANE (MONEY MARKETS) LIMITED		12/07/2001	13/07/2001
PREBON TRAINING SERVICES LIMITED (GA)		01/10/1997	18/12/1997
PURFLEET FARMS LIMITED		19/01/1999	16/02/1999
QUANTITATIVE INVESTMENT ADVISORS LIMITED		06/04/1998	12/05/1998
RADIO COMMUNICATIONS CONSULTANTS LIMITED		21/11/1997	29/12/1997
RADIO DESIGN LIMITED		04/06/1997	30/06/1997

# MAWLAW CORPORATE SERVICES LIMITED

## Directorships Report

Company Name	O/S	Appointed	Resigned
SCHWINN LIMITED		11/09/2000	04/10/2000
SeaChange International UK Limited (Gone Away)		01/01/1997	07/03/1997
SHEEHAN GLOBAL CONSULTANCY LIMITED		24/03/2000	27/04/2000
SIMULUS MULTIMEDIA LIMITED		27/11/2000	15/12/2000
SPEER LIMITED		04/08/1998	01/09/1998
SPITALFIELDS CRYPT TRADING LIMITED		30/12/1998	22/02/1999
ST. MARY'S (MAIDENHEAD) LIMITED		20/10/2000	03/11/2000
ST. MODWEN DEVELOPMENTS (BRIGHTON WEST PIER) LIMITED		11/09/2000	03/10/2000
STEREON LIMITED		10/04/1997	22/04/1997
TELECOM FM DEVELOPMENTS LIMITED (GA)		07/03/1997	21/03/1997
THE CITY SEARCH CONSULTANCY LIMITED		04/08/1998	08/02/1999
THE LONDON TOWNCLUB LIMITED		10/07/1997	10/07/1997
THE PORT SUNLIGHT VILLAGE TRUST		25/02/1999	17/03/1999
THE UK SOIL MANAGEMENT INITIATIVE LIMITED		12/01/1999	12/03/1999
TIMOTHY JAMES & PARTNERS (CONSULTANCY) LIMITED		19/01/1999	31/01/2000
TIMOTHY JAMES INDEPENDENT FILM MANAGEMENT LIMITED		04/08/1998	10/09/1998
TINNER ENTERPRISES LIMITED		07/10/1998	21/10/1998
TOWERGROUP EUROPE LIMITED		08/12/2000	23/02/2001
TRADITION LONDON CLEARING LIMITED		17/09/1998	27/11/1998
TRINITY STREET VAULTS LIMITED		24/03/2000	18/04/2000
TUDOR ROSE HOLDINGS LIMITED (Gone Away)		16/07/1997	13/08/1997
TUE (UK) HOLDINGS LIMITED		09/08/2000	29/08/2000
UNILEVER PENSION FUND TRUSTEES LIMITED		06/12/1999	05/01/2000
UNITED TELCO LIMITED		06/04/1998	30/06/1998
VESTA MANAGEMENT SERVICES LIMITED		11/02/2000	23/02/2000
VICKERS ADMINISTRATION LIMITED		25/06/1998	30/06/1998
VINE MANAGEMENT SERVICES LIMITED		25/02/1999	18/03/1999
VINE TELECOM FINANCE LIMITED		03/05/2000	22/05/2000
VOLKER & VOLKER LIMITED		29/10/1998	19/04/1999
WACKY.BETS.COM LIMITED		24/03/2000	14/04/2000
WALKER & STAFF LIMITED		28/01/1999	30/03/1999
WASTE RECYCLING GROUP (SCOTLAND) LIMITED		17/08/2000	18/08/2000
WASTE RECYCLING GROUP MIDLANDS LIMITED		23/05/2000	07/08/2000
WELDCURE LIMITED		04/08/1998	01/09/1998
WOOLWORTHS KIDS FIRST		23/12/1998	15/01/1999
WOOLWORTHS KIDS FIRST TRADING LIMITED		19/03/1999	27/04/1999
WYCOMBE ABBEY PENSION TRUSTEES LIMITED		25/03/1999	25/03/1999
ZIPTEL LIMITED		24/03/2000	21/05/2001

### Other Directorships

Company Name	O/S	Appointed
Canary Wharf Finance II Plc		08/02/2000
CROWDED HOUSE HOLDINGS LIMITED		16/07/1997
DELETE		21/01/1999
GVC NOMINEE LIMITED		23/06/1999
HERON QUAYS HOLDINGS (HQ 1) LIMITED		20/09/2001

### Past Other Directorships

Company Name	O/S	Appointed	Resigned
GE STRUCTURED PRODUCTS UK LIMITED		10/04/1997	22/04/1997
THE CROWDED HOUSE PUB COMPANY LIMITED		30/04/1998	13/05/1998

Company no.

**THE COMPANIES ACTS 1985 AND 1989**

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**A PRIVATE COMPANY LIMITED BY SHARES**

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**MEMORANDUM**

**and**

**ARTICLES OF ASSOCIATION**

**of**

**SYNGENTA SERVICES LIMITED**

**Incorporated [ ] October 2001**

ROWE & MAW  
11 Pilgrim Street  
London EC4V 6RW

Tel: 020 7248 4282  
Fax: 020 7248 2009  
Ref: 852/25379.00060

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NINE  
285 058957



THE COMPANIES ACTS 1985 AND 1989

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**PRIVATE COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF ASSOCIATION**

of

**SYNGENTA SERVICES LIMITED**

1. The name of the Company is "SYNGENTA SERVICES LIMITED".
2. The Registered Office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:
  - 3.1 To carry on business as a general commercial company.
  - 3.2 To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue, place, underwrite or guarantee the subscription of, subscribe for, acquire, hold or sell any shares, stocks, bonds, options, debentures, debenture stock or other capital or securities or obligations of any companies, syndicates or other bodies of all kinds, and to pay or provide for brokerage, commission and underwriting in respect of any such issue and to do all things necessary or desirable to benefit any such companies, syndicates or other bodies and without prejudice to the generality of the foregoing to establish or promote or join in the establishment or promotion of any other company whose objects shall include the taking over of any of the assets with or without the liabilities of the Company or the promotion of which shall be calculated to advance its interests and to acquire and hold any shares, securities or obligations of any such company.
  - 3.3 To invest or deal with any of the monies of the Company not immediately required for its operations in such manner with or without security and whether at home or abroad as the Company may think fit.



- 3.4 To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions or otherwise with any person, firm, company or other body of any kind for the purpose of carrying on business from which the Company would or might derive any benefit whether direct or indirect.
- 3.5 To purchase or otherwise acquire, hold and undertake all or any part of the business, property, securities, liabilities and transactions of any person, firm, company or other body of any kind.
- 3.6 To purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, copyrights, trade marks, designs, rights of agency or distributorship and the like conferring any exclusive or non-exclusive or limited right, or any secret or other information as to any state of affairs, individual, firm, company or other body, or any invention, process, development or the like which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company. To use, exercise, develop, grant licences in respect of or otherwise turn to account any of the same and with a view to the working and development of the same to carry on any business whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to achieve these objects and to apply for, register or by other means protect, prolong and renew whether in the United Kingdom or elsewhere any of the same.
- 3.7 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest and manage, develop, work, improve, sell, dispose of or otherwise turn to account and deal with any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade, property, business, undertaking and any heritable or moveable real or personal property of any kind.
- 3.8 To construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools, or equipment as may seem desirable for any of the businesses or in the interests of the Company, and to manufacture, buy, sell and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects.
- 3.9 To manage and conduct the affairs of any companies, firms and persons carrying on business of any kind whatsoever, and in any part of the world.
- 3.10 To undertake interest rate and currency swaps, options, swap option contracts, forward exchange contracts, forward rate agreements, futures contracts or other



financial instruments including hedging agreements and derivatives of any kind and all or any of which may be on a fixed and/or floating rate basis and/or in respect of sterling, any other currencies, basket of currencies or commodities of any kind and in the case of such swaps, options, swap option contracts, forward exchange contracts, forward rate agreements and derivatives of any kind they may be undertaken by the Company on a speculative basis or otherwise.

- 3.11 To undertake any transaction which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or combination of these transactions and whether for the purposes of risk management, on a speculative basis or otherwise.
- 3.12 To enter into, carry on and participate in financial transactions and operations of all kinds and to take any steps which may be considered expedient for carrying into effect such transactions and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.
- 3.13 To borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and, if the Company thinks fit, charged upon all or any of the Company's property (both present and future) and undertaking including its uncalled capital and further, if so thought fit, convertible into any stock or shares of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance.
- 3.14 To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any monies whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time

being the holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business and to give financial assistance for the purpose of the acquisition of shares in the capital of the Company or any holding company of the Company or for the purpose of reducing a liability incurred by any person for the purpose of such an acquisition subject to the provisions of Section 155 Companies Act 1985.

- 3.15 To grant indemnities of every description and to undertake obligations of every description.
- 3.16 To make, draw, accept, endorse and negotiate bills of exchange or other negotiable instruments and to receive money on deposit or loan.
- 3.17 To pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company and to pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's capital or any debentures or other security of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- 3.18 To pay for any property or rights acquired by the Company or to remunerate any person, firm or company rendering services to the Company either in cash or in kind or fully or partly paid-up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as may be determined.
- 3.19 To sell, lease, mortgage, charge, pledge, grant or surrender rights over, or otherwise deal with, turn to account or dispose of all or any part of the property, assets, business or undertaking of the Company for such consideration (if any) as may be advantageous to the Company including, without prejudice to the generality of the foregoing, consideration in cash, whether by instalments or otherwise, or in kind, or in shares (with or without deferred or preferred rights in respect of dividends or repayment of capital or any other matter) or debentures, mortgage debentures, mortgages, debenture stock or loan stock (secured or unsecured) of any company, corporation or body of persons, or in the form of any property real or personal, tangible or intangible, or of any right, pledge or claim or of any undertaking to do or abstain from doing any act or

to supply any services or goods or any other consideration, or in any combination of the above.

- 3.20 To make loans or give credit on such terms as may seem expedient with or without security to such persons, firms, companies, syndicates or other bodies of all kinds and in such cases (and in the case of loans either of cash or of other assets) as the Company may think fit.
- 3.21 To distribute among the members in specie any property of the Company or any proceeds of sale, disposal or realisation of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- 3.22 To amalgamate with any other company and on any terms whatsoever.
- 3.23 To procure the Company to be registered or recognised in any country or place abroad.
- 3.24 To obtain any provisional or other order or Act of Parliament of this country or of any other state for enabling the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceeding or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- 3.25 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.
- 3.26 To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity.
- 3.27 To establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, other establishment or fund, the

support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or which may be connected with any place where the Company carries on business; to institute and maintain any profit-sharing scheme or share option schemes calculated to advance the interests of the Company or such persons; the said persons are any persons who are or were at any time in the employment or service of the Company or its predecessor in business or of any company which is or has been the holding company or a subsidiary (both as defined by section 736 Companies Act 1985) of the Company or of the Company's holding company or who are or were at any time directors or officers of the Company or of such other company as aforesaid, and the spouses, widows, widowers, families or dependants of any such persons.

- 3.28 To subscribe or guarantee money for or organise or assist any charitable, benevolent, public, general, political or useful object or for any exhibition or for any person which or who may be considered likely directly or indirectly to further the objects of the Company or the interests of its shareholders.
- 3.29 To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive to or expedient for the advantage or protection of the Company.
- 3.30 To do all or any of the above things in any part of the world and either as principals, agents, contractors, trustees, or otherwise, and either alone or in conjunction with others.
- 3.31 To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that:

- (a) 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 not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed; and
- (b) the objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way limited or

restricted by application of the ejusdem generis rule or by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company; none of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4. The liability of the Members is limited.
5. The share capital of the Company is £100,000 divided into 100,000 Ordinary Shares of £1.00 each.

We, the person whose name, address and description is 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 name.

---

**NAME ADDRESS AND DESCRIPTION OF SUBSCRIBER**

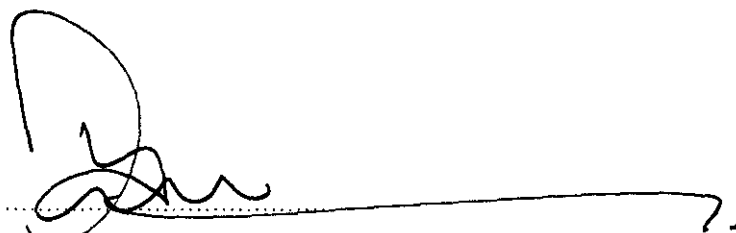
**Number of Shares taken  
by Subscriber (in  
words)**

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MAWLAW ADMINISTRATION LIMITED  
20 Black Friars Lane  
London  
EC4V 6HD

ONE

Body Corporate

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a series of loops and a long horizontal stroke ending in a small hook.

for and on behalf of  
Mawlaw Administration Limited  
Director

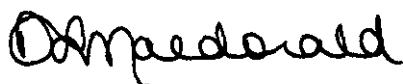
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Dated the 29<sup>th</sup> day of October 2001

WITNESS to the above Signature:

DIANA LOUISE MACDONALD  
20 Black Friars Lane  
London  
EC4V 6HD

Company Secretarial Assistant

A handwritten signature in black ink, appearing to read 'D Macdonald' with a stylized, cursive script.

**THE COMPANIES ACTS 1985 AND 1989**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**SYNGENTA SERVICES LIMITED**

**1. PRELIMINARY**

- 1.1 The Regulations contained in Table A in Statutory Instrument 805 of 1985, as amended prior to the adoption of these Articles (such Table being herein referred to as "Table A") shall apply to the Company except in so far as they are excluded or varied hereby.

**2. INTERPRETATION**

- 2.1 Regulation 1 of Table A, as applied to the Company, shall contain the following text immediately after the words "office":

"principal" in relation to an alternate director means the directors whose alternate the alternate director is.

- 2.2 The expression "the Board" shall mean the directors or any of them acting as the Board of the Company. References in Table A to directors in their collective capacity shall be construed as references to the Board.

**3. SHARE CAPITAL**

- 3.1 The share capital of the Company at the date of incorporation is £100,000 divided into 100,000 ordinary shares of £1 each.

- 3.2 (a) Save as otherwise provided in these Articles and subject to any renewal, revocation or variation of this authority by the Company in general meeting the directors are hereby unconditionally authorised for the purposes of Section 80 of the Act to allot dispose of and grant options and rights of conversion and subscription over relevant securities (as defined in the Act) up to an aggregate nominal amount of £100,000 during the period expiring at the end of five years from the date of incorporation of the Company.

- (b) The Company may at any time prior to the expiry of the authority conferred by Article 3.2(a) above make an offer or agreement which would or might require relevant securities to be allotted pursuant thereto after the expiry of such authority and the directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred thereby had not expired.

- 3.3 Sections 89(1) and 90 of the Act will not apply to any allotment of equity securities (as defined in the Act) of the Company.

#### **4. SHARE CERTIFICATES**

- 4.1 Every member upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be sufficient delivery to all of them.
- 4.2 Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon, and such a certificate signed by a director of the Company together with the secretary or a second director shall be evidence of the title of the registered holder to the shares, whether or not the common seal of the Company (if it has one) has been affixed and regardless of any words in the certificate referring to a seal.
- 4.3 Regulation 6 of Table A shall not apply to the Company.

#### **5. TRANSFER OF SHARES**

- 5.1 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor.
- 5.2. The directors may refuse to register the transfer of a share to a person of whom they do not approve and they may refuse to register the transfer of a share on which the company has a lien. They may also refuse to register a transfer unless -



- (a) it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
  - (b) it is in respect of only one class of shares; and
  - (c) it is in favour of not more than four transferees.
- 5.3 If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.
- 5.4 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
- 5.5 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 5.6 The company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.
- 5.7 In Regulation 24 of Table A, the words "which is not fully paid" shall be deleted.

## **6. GENERAL MEETINGS**

- 6.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 6.2 The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.

## **7. NOTICE OF GENERAL MEETING**

7.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereof; and
- (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

7.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **8. PROCEEDINGS AT GENERAL MEETINGS**

8.1 No business shall be transacted at any meeting unless a quorum is present. 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. Notwithstanding the above, if the Company has only one member, that one member present in person, by proxy or by duly authorised representative shall be a quorum in accordance with Section 370A of the Act.

8.2 The following shall apply to the Company in place of Regulation 41 of Table A:

"If within half an hour after the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and such other time or place as the directors may determine, and if at the adjourned meeting a quorum is not present or ceases to be present, then the member or members present shall be a quorum".

8.3 The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.

8.4 If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

8.5 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the company.

8.6 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

8.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

(c) by the chairman; or

(d) by at least two members having the right to vote at the meeting; or

- (e) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (f) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

- 8.8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 8.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 8.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 8.12 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded.

The demand for a poll shall not prevent the continuance of a meeting for the transaction of an business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

8.13 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

8.14 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

## **9. VOTES OF MEMBERS**

9.1 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

9.2 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.

9.3 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

9.4 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

- 9.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 9.6 On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 9.7 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the form set out in Regulation 60 of Table A (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve)
- 9.8 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the form set out in Regulation 61 of Table A (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve)
- 9.9 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may -
- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
  - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

## **10. NUMBER OF DIRECTORS**

- 10.1 The number of directors (other than alternate directors) need not exceed two and shall not be subject to any maximum.

## **11. ALTERNATE DIRECTORS**

- 11.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 11.2 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom. A director or any other person approved pursuant to Regulation 65 of Table A (as applicable to the Company) may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the directors or any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 11.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment. The appointment of an alternate director shall also determine automatically on the happening of any event which, if he were a director, would cause him to vacate his office as director.
- 11.4 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors and shall take effect in accordance with the terms of the notice, subject to any approval required by Regulation 65 of Table A (as applicable to the Company), on receipt of such notice at the registered office of the Company.

- 11.5 Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

## **12. APPOINTMENT OF DIRECTORS**

- 12.1 The immediate holding company (if any) for the time being of the Company may appoint any person to be a director or remove any director from office. Every such appointment or removal shall be in writing and signed by or on behalf of the said holding company and shall take effect upon receipt of such written appointment or removal at the Office or by the Secretary.
- 12.2 For so long as the Company is a wholly-owned subsidiary, Regulations 73 to 80 (inclusive) shall not apply to the Company and all references elsewhere in Table A to retirement by rotation shall be modified accordingly.

## **13. REMUNERATION OF DIRECTORS**

- 13.1 Any director who by request of the Board performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine.
- 13.2 The Board may (by the establishment or maintenance of schemes or otherwise) pay or procure the payment of pensions, annuities, allowances, gratuities or other benefits to or for the benefit of past or present directors or employees of the Company or any of its subsidiaries or any company associated with, or any business acquired by, any of them or to or for the benefit of persons who were related to or dependants of any such directors or employees.
- 13.3 Regulation 87 of Table A shall not apply to the Company.

## **14. LOCAL ARRANGEMENTS**

- 14.1 The Board may make such arrangements as the Board thinks fit for the management and transaction of the Company's affairs in the United Kingdom and elsewhere and may for that purpose appoint local boards, managers and agents and delegate to them any of the powers of the Board (other than the power to borrow and make calls) with power to sub-delegate.



## **15 PROCEEDINGS OF THE BOARD**

- 15.1 The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes, the chairman of the meeting shall have a second or casting vote. A director may, and the Secretary on the requisition of a director shall, call a meeting of the Board.
- 15.2 Regulation 88 of Table A shall not apply to the Company.
- 15.3 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 15.4 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 15.5 The Board may appoint a chairman and, if it thinks fit, a deputy chairman of its meetings and determine the period for which they respectively are to hold office. If no such chairman or deputy chairman is appointed, or neither is present within five minutes after the time fixed for holding any meeting, the directors present may choose one of their number to act as chairman of such meeting.
- 15.6 Regulation 91 of Table A shall not apply to the Company.
- 15.7 The Board may in addition to its powers under Articles 13 and 14 delegate any of its powers to committees consisting of such member or members of its body as it thinks fit with power to sub-delegate to any of such persons. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board and subject thereto shall be governed by the provisions of these Articles regulating the proceedings and meetings of the Board. The Board may co-opt on to any such committee persons other than directors, who may enjoy voting rights in committee. The co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are directors.
- 15.8 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there

was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

- 15.9 Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-
- (a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the company or any of its subsidiaries;
  - (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
  - (c) his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures or other securities of the company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the company or any of its subsidiaries for subscription, purchase or exchange;
  - (d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

- 15.10 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

- 15.11 The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
- 15.12 Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the company or any body corporate in which the company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
- 15.13 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.
- 15.14 A meeting of the directors may, subject to notice thereof having been given in accordance with these Articles of Association, be for all purposes deemed to be held when a director is or directors are in communication by telephone or audio-visual communication medium with another director or other directors and all of the said directors agree to treat the meeting as so held, provided always that the number of the said directors participating in such communication constitutes a quorum of the Board hereunder. A resolution made by a majority of the said directors in pursuance of this Article shall be as valid as it would have been if made by them at an actual meeting duly convened and held.
- 15.15 A resolution in writing signed by all the directors entitled to receive notice of a meeting of the directors or of a committee of the directors (not being less than the number of directors required to form a quorum of the directors) shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of the directors duly convened and held and for this purpose:
- (a) a resolution may consist of several documents to the same effect each signed by one or more directors;
  - (b) a resolution signed by an alternate director need not also be signed by his appointor; and
  - (c) a resolution signed by a director who has appointed an alternate director need not also be signed by the alternate director in that capacity;

and Regulation 93 of Table A shall not apply to the Company.

**16. EXERCISE OF VOTING RIGHTS**

- 16.1 The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all respects as it thinks fit (including the exercise thereof in favour of any resolution appointing its members or any of them directors of such company, or voting or providing for the payment of remuneration to the directors of such company).

**17. MANAGING AND EXECUTIVE DIRECTORS AND EXECUTIVE COMMITTEE**

- 17.1 The Board may from time to time:

- (a) appoint one or more of its body to the office of Managing Director, or to any other office (except that of Auditor) or employment in the Company, for such period and on such terms as it thinks fit, and may revoke such appointment (but so that such revocation shall be without prejudice to any rights or claims which the person whose appointment is revoked may have against the Company by reason of such revocation);
- (b) permit any person appointed to be a director to continue in any other office or employment held by him before he was so appointed.

A director (other than a Managing Director) holding any such other office or employment is in these articles referred to as an Executive Director. If at any time two or more persons hold the office of Managing Director, such persons may be designated Joint Managing Directors; and the expression "Managing Director" shall in these Articles, where the context so admits include any Joint Managing Director.

- 17.2 Regulation 72 of Table A shall not apply to the Company.

- 17.3 A director appointed to the office of Managing Director shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other directors, and if he ceases from any cause to be a director he shall ipso facto cease to be a Managing Director (but without prejudice to any rights or claims which he may have against the Company by reason of such cesser).

- 17.4 An Executive Director shall not ipso facto cease to be a director if he ceases from any cause to hold the office or employment by virtue of which he is termed an Executive Director.

- 17.5 The emoluments of any Managing Director or Executive Director for his services as such shall be determined by the Board, and may be of any description, and (without limiting the generality of the foregoing) may include admission to or continuance of membership of any scheme or fund instituted or established or financed or contributed to by the Company for the provision of pensions, life assurance or other benefits for employees or their dependants, or the payment of a pension or other benefits to him or his dependants on or after retirement or death, apart from membership of any such scheme or fund.
- 17.6 The Board may constitute an Executive Committee consisting of the Managing Director or Managing Directors (if any) and any other persons, whether directors of the Company or to whom the Board may from time to time appoint. The Board may at any time dissolve the Executive Committee or remove from office any member thereof other than the Managing Director or Managing Directors.
- 17.7 The Board may entrust to and confer upon a Managing Director or executive Director or, subject to Article 17.6, upon the Executive Committee any of the powers exercisable by it (other than the powers to declare dividends, to make calls, and to authorise the affixing of the Seal) upon such terms and conditions and with such restrictions as it thinks fit, and, in the case of a Managing Director, either collaterally with or to the exclusion of its own powers, and may from time to time revoke, withdraw, or vary all or any of such powers.
- 17.8 The board may not empower the Executive Committee to exercise the powers of the Company to issue perpetual debentures, to charge the uncalled capital of the Company, or to issue debenture stock, bonds, notes or other like securities.
- 17.9 Where the Executive Committee exercises or purports to exercise any power of the Company which may under these Articles be entrusted to or conferred upon it by the Board -
- (a) a person dealing with the Company shall not be concerned to see or enquire whether that power has been so entrusted or conferred, nor whether any limit has been placed by the Board upon the exercise of that power by the Executive Committee, nor whether any such limit, if so imposed, has been observed; and
  - (b) an act of the Executive Committee done in the exercise or purported exercise of any such power shall, in favour of a person dealing with the Company, be deemed valid and effectual notwithstanding the fact (if it be so) that power has not been entrusted to or conferred upon the Executive Committee by the

Board, or that a limit imposed by the Board upon the exercise of that power by the Executive Committee has been or will by that act be infringed, unless that person has express notice of the fact.

17.10 Subject to Article 17.12:

- (a) the Board may make, and may from time to time revoke or vary, such regulations for the despatch of business by the Executive Committee as it thinks fit;
- (b) Subject to and in default of any regulations made by the Board under paragraph (a) of this Article and for the time being in force, the Executive Committee may despatch its business as it thinks fit.

17.11 A resolution of the Executive Committee shall be valid if, but only if -

- (a) it is unanimously passed at a duly convened meeting of the Executive Committee; or
- (b) it is agreed to, in accordance with any regulations made by the Board under Article 17 and for the time being in force, by all members of the Executive Committee.

17.12 A person dealing with the Company shall, unless he has express notice to the contrary, be entitled to rely on a certificate, signed by the Secretary and certifying that on a specified date the resolution therein set out was duly sanctioned as a resolution of the Executive Committee, as conclusive evidence of the fact.

## **18. COURTESY TITLES**

18.1 The Board may from time to time and at any time appoint any person or persons to any post with such descriptive title including the word "director" as the directors may determine and may define, limit, vary and restrict the powers, authorities and discretion's of any person or persons so appointed. A person so appointed:

- (a) shall not by virtue of such appointment be a director of the Company for any of the purposes of these Articles or of the Act;
- (b) shall not by virtue of such appointment be a member of the Board or of any committee thereof nor be entitled to be present at any meeting of the Board or of any such committee, except at the request of the Board or of such committee; and

- (c) if present at any such meeting as is referred to in paragraph (b) above, shall not be entitled to vote thereat.

18.2 The expression "director" or "directors" where used in these Articles shall not include any person or persons appointed pursuant to this Article.

## **19. BORROWING**

19.1 Subject as hereinafter provided, the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

## **20. MINUTES**

20.1 The Board shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the Board;
- (b) of the names of the directors present at each meeting of the Board, of any committee of the Board and of the Executive Committee; and
- (c) of all resolutions and proceedings at all meetings of the Company, of the board, of committees of the Board and of the Executive Committee.

Any such minutes, if purporting to be signed by the chairman of the meeting to which they relate or of the meeting at which they are approved, shall be sufficient evidence without further proof of the facts therein stated.

20.2 Regulation 100 of Table A shall not apply to the Company.

## **21. THE SEAL**

21.1 The seal 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. For the purposes of this Article references to director or directors shall be construed as including alternate directors. Regulation 101 of Table A shall not apply to the Company.

## **22. DIVIDENDS**

22.1 Regulation 102 of Table A shall not apply to the Company.

## **23. NOTICES**

23.1 A notice may be given by the Company to any member either personally or by sending it by post to him or to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying by first class letter post and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of 72 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

23.2 Regulation 112 of Table A shall not apply to the Company.

## **24. SECRECY**

24.1 If the Board thinks expedient, every director, Manager Auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company or such one or more of them as the Board may by resolution from time to time specify, shall be asked to sign a declaration recording his obligation to observe a strict secrecy respecting any secret process operated by the Company, and of all transactions of the Company with customers and others, and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties, except when required so to do by the Board or by any meeting of the Company, or by a court of law, or by the person to whom such matters relate, and except so far as may be necessary in order to comply with any of the provisions of these Articles.

24.2 No Member shall be entitled to require discovery of or any information concerning any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Board it would be inexpedient in the interest of the Company to communicate to the public.



## **25. WINDING UP**

- 25.1 If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.
- 25.2 The power of sale of a Liquidator shall include a power to sell wholly or partially for shares or debentures, or other obligations of another company, either then already constituted, or about to be constituted, for the purpose of carrying out the sale.

## **26. INDEMNITY**

- 26.1 The Directors may (at their discretion and on such terms as they think fit) purchase and maintain insurance for the Company or for any director, secretary or other manager or officer (other than an auditor) of the Company against any liability which might by virtue of any rule of law attach to such director, secretary or other manager or officer in relation to any negligence, default, breach of duty or breach of trust in relation to the Company or its business or affairs or to any subsidiary and against such liability as is mentioned in Regulation 118 of Table A (which Regulation shall not apply to an auditor of the Company).

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Name, address and description of subscriber

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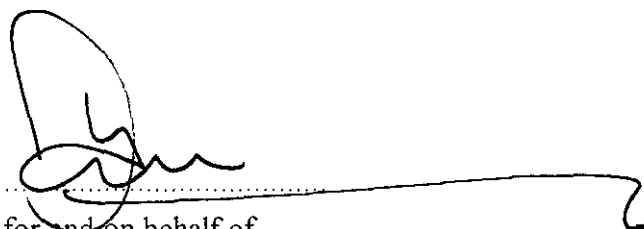
MAWLAW ADMINISTRATION LIMITED

20 Black Friars Lane

London

EC4V 6HD

Body Corporate

A handwritten signature in black ink, consisting of a large loop at the top followed by a series of smaller loops and a long horizontal stroke extending to the right.

for and on behalf of

Mawlaw Administration Limited

Director

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Dated the 29<sup>th</sup> day of October 2001

WITNESS to the above Signature:

DIANA LOUISE MACDONALD

20 Black Friars Lane

London

EC4V 6HD

Company Secretarial Assistant

A handwritten signature in black ink, appearing to read 'D L Macdonald' in a cursive style.