File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 4991089

The Registrar of Companies for England and Wales hereby certifies that GLOBALSTRIKE 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 10th December 2003









Electronic statement of compliance with requirements on application for registration of a company pursuant to section 12(3A) of the Companies Act 1985

Company number	4991089
Company name	GLOBALSTRIKE LIMITED
I,	ALEXANDER DU MAYNE
of	4 STREATLEIGH COURT
	STREATHAM HIGH ROAD
	LONDON
	SW16 1EG
a	person named as a secretary of the company in the

make the following statement of compliance in pursuance of section 12(3A) of the Companies Act 1985

Statement: I hereby state that

I hereby state 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.

statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to criminal prosecution



10(ef)

First directors and secretary and intended situation of registered office

Received for filing in Electronic Format on the: 10/12/2003

Company Name

in full:

GLOBALSTRIKE LIMITED

Proposed Registered

Office:

HILL HOUSE

1 LITTLE NEW STREET

LONDON EC4A 3TR

memorandum delivered by an agent for the subscriber(s): Yes

Agent's Name: DELOITTE
Agent's Address: HILL HOUSE

1 LITTLE NEW STREET

LONDON EC4A 3TR

Company Secretary

Name ALEXANDER DU MAYNE

Address: 4 STREATLEIGH COURT

STREATHAM HIGH ROAD

LONDON SW16 1EG

Consented to Act: Y Date authorised 10/12/2003 Authenticated: Y

Director 1:

Name MATTHEW RUSSELL AUCOTT

Address: 41 PARK MOUNT

HARPENDEN

HERTFORDSHIRE

AL5 3AS

Nationality: BRITISH

Business occupation: CHARTERED SECRETARY

Date of birth: 25/11/1966

Consented to Act: Y Date authorised 10/12/2003 Authenticated: Y

Authorisation

Authoriser Designation: SUBSCRIBER Date Authorised: 10/12/2003 Authenticated: Yes

THE COMPANIES ACTS 1989 \$ 1988

PRIVATE COMPANY LIVITED BY SHARES

MEMORANDUM OF ASSOCIATION

4 8 W. L.

CLOBALSTRIKE LIMITED

- 1 The Company's name is GLOBALSTRIKE LIMITED
- 2. The Company's registered office is to be situated in England & Wales.
- 3. The Company's oblects are:-
- (Ф) То сину он онкілекь як я деневиковоттеприй сотраку
- (9) To do at such trugs which can in the pointer of the board of directors be advantaged, sypamed or by the Company in connection with or as anothing, indicental or cond, over a any business or he general pusiness of the Company or further any of is bisecto.
- (C) To purchase, take or lease or mexchange hims chotherwise acquire and note for any estate or interest any lands, buildings, easements, rights, privileges, concessions, potents, patent rights, Loences, secret processes, machinery, plant stock-retrade, and any real or consent property of any kind for such consideration and on such terms as may be considered expedient.
- (D) To exect, construct, law down, enlarge after and maintain any roads, raiways transways sichigs, bridges reservoirs, shous stores factories, buildings works plant and machinery receiving or convenient for the Company's positives and to contabile to or stocked settle efection, construction and maintenance of any of the above.
- (iii) To ocrrow or raise or secure the payment of money for the purposes of or inconnection with the Company's business and for the purpose of or inconnection with the ocrrowing or raising or money by the Company to become a member of any building society.
- () To mortgage and charge the indertaking and all or any or the real and personal or operity and casets present or future, and all or any of the uncoiled capits, for the time being of the Company, and to issue at particriatia premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thoughtfit, detectures or debenture stock, either permanent or redeemable or repayable, and collate tally or further to secure any securides of the Company by a trust case or other assurance.
- (3) To issue and deposit any securities which the Company has power to espectly way of northage to secure any sum less than the nominal amount of such securities, and also be sony of security for the performance of any contracts or any obligations of the Company of oil to sustaments or other persons or corporations having dealings with the Company, or in whose businesses or under akings the Company is interested, whether directly or indirectly
- (rf). To receive money on caposition from , por such terms as the Company may approve and to guarantee the obligations and contracts of any person or conocration.
- () icliend and advance money or give credit or any terms and with privatious security to

any holding company, subsidiary or follow outsidestry of, or any other company associated in any holding company, subsidiary or follow outsidestry of, or any other company associated in any way with, the Company), to enter this guarantees, contracts of the entity and substyships of all kinds, to receive money on deposition loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money of the performance of any obligation by any person firm or company (including without prejudice to the generality of the foregoing any such heleing company, subsidiary follow subsidiary or associated company as aforesaid).

- (ii) To grant pansions attoeances, gratuities and brownes to officers, ecotions, amployees or exemployees or the Company or its predecessors in business or the dependents or connections of such persons to establish and maintain or connur in establishing and maintaining frusts, runds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any cuch persons as aforesaid, their dependance or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the directors, be calculated directly or indirectly to censition. Company or its employees, and to incitate or maintain any of bior other establishment or profit sharing scheme calculated to advance the interests of the Company of its officers or employees.
- (K) To craw make accept endorse negotiate discount and execute promissory notes, oils of exphanaciand other negotiable instruments.
- ()To meet and deal with the moneys of the Company not immediately required for the burposes of is business in or upon such investments or securities and in such manner as it may from time to time se determined.
- (M) To pay for any property or rights acquired by the Company letter in each or fully or bartly paids, pichares, with or without preferred or ceremed or second rights or restrictions in respect of or dend receipment of capital, woring or otherwise, or by any securities which the Company has powerful salle, or party in end, mode and party in another, and generally on such terms as the Company may determine
- (M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company effectinges, by instalments and rewise, or infully expantly pold up shares of any company or corporation with or without defersed or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debertures or mortgage determines or depending shoot, mortgages or other securities of any company or concention, or partly in one mode and cartly in another and generally on such terms as the Company may determine, and to hold dispose of or otherwise dealt with any shares, stock or securities an applicat
- (O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, tirm or person earlying on or proposing to early on any bliciness within the loojects of this company, and to acquire and role, sell, deal with or cladese of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, on the payment of the dividends interest or capital of any states, stock or securities of and to subsicise or of covise assist any such company.
- (#) To establish or promote or concur in establishing or promoting any other company tehase objects shall include the adjustion and taking over of all prame of the assets and labilities of this company on the promotion of which shall be in any marrier ediculated to advance election or indirectly the objects or interests of this company and to adjust and note or dispose or shares, stock or securities of and glarentee he beginned of the dividence, therest or capital of any shares, stock or securities assed by or any other objections of enes, or company
- (CI) To purchase or otherwise enquire and undertere all or any part of the business, orderity assets, liabrase and transactions of any person, firm or company carrying on any outsiness which this company is a thorised to carry on.

- (R) To sail, improve, manage, develop turn to decourt, exchange, let on rent, revolveshare or profes or otherwise, grant, idenoced, easements and other rights in or over, and in any other manner ledd with or dispose of the undertaking and a Ler any of the property and assets for the line being of the Company for such consideration as the Company may think til.
- (6) To a margamate with any other company whose objects are to include objects a milar to hose of this concerny, whether by sale or purchase for fully or partly beloep analyse or otherwise) of the undecaking, subject to the leadilities of this change such other company as atomised with creation, winding up or by sale on purchase (for object partly partly partless or otherwise) of all or a controlling in erest in the shares or stock or this or any such company as aforesaid, or by partnership or any analogement of the nature of partnership or nany other manners.
- (1) To dictrib te among the members in specie any property of the Company, or any property of the Company, but so that he distribution amounting to a recustion of capita be made except with the cancilon (n any) for the time poling regulated by law.
- (d) To do dilentary of the above things in any part of the world, and either as principals agents. Intislees, confractors or otherwise, and either alone on in conjunction with others, and either eyer through agents, trustees, sub-contractors or etherwise.
- (ii) To do all all on things as are incidental or conductive to the above objects or any of them and it is hereby declared that in the construction of this Clause the word "conductly" except where used in reference to be Company shall be deemed to include any person or continens more other body of persons, whether incorporated or not unproducted, and whether dominated in Great Eritain on elsewhere, and that the objects specified in the different paragraphs on this clause chair except where otherwise expressed therein be in nowise imited by reference to any other paragraph or the name of the Company but may be carried out in as full and ample manner and shall be constructed in as wide a sense as if cach of the said paragraphs defined the objects of a separate, distinct and independent company.
- 4. The lability of the members is linited.
- 5. The Company's share capital is £1,000,000 divided into 1,000,000 shares of £1 each.

The shares in the original or any increased capital may be divided into several classes, and here may be attended thereto respectively any preferential defended or other special rights, privileges, could ficus or restrictions as to dividend capital volting or otherwise.

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Me these Suscent Aurolt 41 Park Mount Harpandon Hortfordshird AuG 3/V8	《新聞
Alexander din Megne 4 Streatteigh Court streatteim High Road Loncor statte 180	《14年

THE COMPANIES ACTS 1989 \$ 1988

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

3 100

GLOBUSENT PHOSE LUNITESO

THE INTRACT

- . The Companied Act 1985 is necensition renemed to ad 1the Act . Suggest as hereinafter ordivided the regulations in Table 1A in The Companies (Tables A-L) Regulations 1995 shall apply to the Company and such Table is hereinafter referred to as "Table A".
- 2. Regulations 64, 78 to 78 and 80 of Table A sinal morabe vite the Company.

ALLOTVENT OF SHARES

- B. The presemption provisions of sub-section (1) of section Birard sub-sections (1) to (3) of section 90 to the $\Delta \alpha$ shall apply
- 4 of bject to article 3 the directors are unconditionally a thousand to a lot shares in the calonal of the Company to such persons, at such times and generally on such terms and conditions as they think proper up to the amount of authorised out unissued share capital during a period of tive years following incorporation.

1.14

C. The Company shall have a lich on every share, whether fully paid or not, and whether registered in the name of one or more members, and decordingly in regulation 8 of Table A. the words 'not being a fully baid share' shall be emitted.

TRANSFER OF SHARES

- (4) With the exception or any consist at ongour of the presemption provisions empoded in paragraphs (b) to (h) hereunder, the directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares, whether fully performed.
- (b)) or puch time as the Company has more than one member no share or beneficial ownership of a share shall be transferred not shall the Company purchase any buttown shares unless and until the rights of pre-emption here nation company distribute been exhausted.
- (e)Very mamber proposing to transfer any share or beneficial ownership of a share thereinafter called 'the vender') shall give notice in writing (hereinafter called 'the transfer reflee") to the Company of such proposal. The transfer notice shall specify the sum which in he vender's opinion constitutes the fair price of each share specified therein and shall constitute the Company the vender's agent for the sale of such share or shares (hereinafter called 'the said shares') in one or more lab at the discretion of he directors of the members (other than the vender), at the price save that if the directors do not accept that the sum specified by the vender's constitute for some of the said shares they shall instruct the auditors of the Company (who shall act ac experts and not as arbitrators of that any necession of law or stat, te relating to arbitration shall no apply) to certificate in

writing (hereinafter called "the pertificate of value") that value in their epinion of the sale shared as pertween a willing peller and a willing buyer, and in such a case the transfer notice shall revertheless constitute the Company the vandor's agent for the sale of the sale shares but at the price certifies in the certificate of value.

- philf the auctions are instructed to certify the fair value as aforesaid the Company shall, as soon as it receives the certificate of value, furnish a copy thereof to the vendor. The cost of obtaining the certificate of value shall be borne by the Company.
- (a))) por the price being fixed as a cress of (whether by reference to the venour's opinion of the fair price or by reference to the certificate of venus) the Company shall be trivial by notice in writing (hereinaltericated filteroter than the vendor) of the number and once on the said shares and shall invite each such member to apply inviting to the Company writing 21 days on the date of deoparch or the other notice (which care shall be opecated therein) for such maximum in important the said shared (being all or any thereof) as shall be specified in such application.
- (f) if such members shall within the solid period of 21 days apply for all or (save as otherwise provided in the transfer notice) any of the sale shares, the directors shall a locate the sale shares (or so many of them as shall be applied for to or amongst the applicant members in proportion as hearly as may be to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided that no applicant member shall be obliged to take more than the members of shares specified by the applicant members as atomics of it any shares shall not be capable as then subscheip on of being a located to the members in proportion to their existing holdings, the same shall be atomiced to the applican members, or some or here in such proportions or in such manner as the directors think in:
- (g) he Company shall territwith give notice or such a locations (hereinafter called "the checation notice") to the vencor and to the members to whom the sold shares have been allocated and chall specify in the allocation notice the place and time (seeing notice) rethan 14 and not later than 28 days after the case of the despatch of the allocation notice, which shall be specified therein) at which the sale of the sale shares so allocated shall be completed.
- th The vender shall be bound (upon poyment of the purchase price due in respect the reeff to har after the shares comprised in the allocation herein any case, he vender after having become bound as aforesaid makes default in transferring any shares the Company may receive the numbers price on behalf of the vender, and may authorize some beach in execute a transfer of such chares in toward of the purchasing member. The receipt of the Company for the purchasing member. The receipt of the Company for the purchase price chall be a good discharge to the purchasing member. The Company shall forthwith pay the purchase price into a peparate pank above in the Company's name and chall hold the purchase price and any interest earned the receipt for the Company's name and chall hold the purchase price and any interest earned the receipt for the Vender.
- (i) Subject to caragraph S(a) the prolempt on provisions in paragraphs S(a) to S(b) may octowize with the prior consent in writing of all the members of the Company for the time points
- (i) During the 5 months following the expiry of the period of 21 days referred to in paragraph (i) of this article the vendor shall be at learny, subject nevertheless to the provisions of caregraph (a) of this ender a cansier to any person and at any price (no being easither the price fixed underparagraph (d) of this article) any of the said shares not at ocaled by the chestors as a cresaid.

CORNERSO MERTINOS AND RESOLUTIONS

% in regulation 46 sub-clause (o) of Table A fone member shall be substituted for the words. Two members .

- 5. Regulation 40 of Latrie A chall be read and conditived as if the words fat the time when the meeting proceeds to business' wore added at the end of the first sentence.
- 5. The effectors may specify a respect of any meeting of the members in the notice convening the meeting that duly executed instruments of proxy and forms of appointment committed under section 376 of the Act may be deposited at the registered office of the Company of ac such other place as may be specified in the notice convening the meeting of sent by facetimes at any time before the time appointed for the meeting and in such dimensions accordingly.

VOITER OF MEMBERS

10. In regulation 54 of Table Althe words on by proxytichal be inserted after the wordtperson.

SINGLE MEMBER S ATES

- 11.(a) For such time (if any) as the Company is a single member company and netwithstanding dry provisions to the contrary in these articles of association, the Company shall be permitted to function with one member and these articles shall be interpreted accordingly.
- (h)P. rs. and a tre provisions of section 3734 of the Companies Act 1925 as inserted by the Companies (Shule Member Private United Companies) Regulations 1,02 one member oversen in person or by proxy shall coustine a quorum at general meetings for such time. In a tre Company is a single member company.

DHLC CRE

- 12. Unless the Company in general meeting determines otherwise, there shall be no maximum number or directors the minimum number or directors shall be one.
- 18. In addition to the provisions of regulations 65 to 65 of Table Alan appointment of an obtaining director may also be reveited at any time by a resolution of the directors or by an orbital resolution of the Company in general meeting.
- 14. The last two sentences of regulation 70 of Table A shall not apply to the Company.
- 16. The Company may by ordinary respondent appoint a person who is willing to act to be a clined or either to fill a variance or as an additional cheetier.
- 16. The office of a director shall be vacated if he becomes incapable by reason of liness or injury of managing and administering his property and affairs, and regulation 81 of Table Ashall be modified accordingly.
- ity. In addition to the albrebaic and for as long acta majority of the leg, ity share capital of the Company is conditionly owned by another body corporate or a majority shareholder, the directors of the Company phanty of them may at any time priform time to time be appointed and removed by that body corporate or majority shareholder by a notice in writing a gred by the majority shareholder or an authorised officer of that body corporate on to behalf and left at order to the registered office of the Company. Such appointment or removal shall take effect forthwith upon idelivery of the notice to the registered office of the Company or an authorise to the registered office of the Company or an another or or another order.
- 13 Motion of any meeting of the directors may be given by tenchone and regulation attict.
 Table A shall be construed accordingly.
- 18. The following centence chall be added to regulation 59 of Lable Ac-

Many director or alternate director who attends a meeting of the directors by to epicere or

other conference facility shall be deemed to be personally present at such meeting for all ourposed of the articles and shall be counted in the quot, mild accordingly."

- 20. In the event tration yione director holds office such sole of ector shall have authority to oxore so a licework which are provided by the regulations of Table Alor these articles.
- 21. In the event that as a result of the death of a sole director who is also the sole member the Company has no members and no directors, the personal representative(s) of such deceased member may by notice in writing appoint a person to be director to the Company. Such appointment shall be as effective as if made by any other means allowed or he appointment of directors under here articles.
- 22. Subject to the provisions of section 317 of the Act a director may contract with and bartic pate in the profits of any contract or arrangement with the Company acid he were not a director. A director shall also be capable of voting in respect or cuch comfact or arrangement, where he has previously disclosed his interest to the Company, and may occounted in the quorum of any meeting at which any cuch matter is considered. Regulations 34 and 95 of Table A shall not apoly.

POWERS AND DUTIES OF DIRECTORS

28. The directors may at their own dispretion and upon such terms in all respects as they think fill raise or bettow mentey for the purpose of the Company's business and may mangage or charge the whole or any part of the exsections properly of the Company (present or future) including its uncalled or unsaced capital, and may, subject to the necessions a section 60 after Act, as a decentures, debentures ook invergeges or other securities whether outligh or as security for any deat, tiability or obtigation of the Company propriet into party.

HULLWIN Y

- 24 (a) Livery director or other officer on auditor of the Company shall be indemnified out of the assets of the Company against all loades or liabilities which he may austain on nour in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, which or levil or or minal in which udgement is given in his favour or in which he is acquitted on in correction with any application under socition 144 or socition 727 of the Act in which relief is granted to him by the court, and no director or other officer or auditor shall be liable for any loss identified or misoritime which may happen to or he normed by the Company in the execution of the duties of his office or in relation inereto. But this article shall only have effect insofar as its provisions are not excited by section 3.000 line Act.
- (b) he chectors shall have bower to purchase and maintain for any director, orhizer or auditor of the Company insurance against any such liability as is referred to in section 3.0(1) or the Act

TREE DIRECTOR AND SECRETARY

(25) The first director and secretary of the Company shall be the persons named as such in the statement delivered under section 10 of the Act.

Mailnew Girecell Airco 41 Park Mount Herbenden Herbordshire al Sisas		
Alexander du Mayne 4 Streatleigh Coun Streatham Pigh Road London HAVER 1860		

DATED A December 2000

COMPANY LIMITED BY SLAFES
VEMORANDEM OF ASSOCIATION
OF

DELTAFOX JAITED

- 1. The Commany's name is DELEARON LIMITED.
- 2. The Company's replatered office is to be situated in England's Wales.
- 3. The Company's pojects are
- (A) To carry on business as a general commercial company
- (8) To do all such trings which can in the opinion of the poart of directors be advantaged, a yearned on by the Company in connection with or as ancillary incidental or conductive to any business of the general positiess of the Company or further any of its objects.
- (3) To purchase, take on lease or in exchange, hire or otherwise adquire and hold for any estate or interest any lanes, buildings, leasements, rights, privileges, concessions, patents outcotrights, liceness secret processes, much new, plant, stock in trade, and any recier censonal property of any kind for such consideration and on such terms as may be expended experien.
- (2) To erect, concinuet, by down, enlarge, alter and maintain any reads, railways, trainways steings, brieges, reserveirs, shops, steres, factories buildings, works, plant and machinery recessary programmer in the Company's business, and to contribute to or subsidise the creation, construction and maintenance of any of the above.
- (L.) To borrow or raise or because the payment of money for the ourposed of or in connection with the Company's business and for the purpose of orm connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) To mortgage and charge the uncertaking and all or any of the real and personal property and exist all present or other and all or any of the uncerted depital for the time being of the Company and to lost elaboration as premium or discount, and for such consideration and we hand subject to such rights powers, privileges and conditions as may be thought it debardures or depending clock, either permanent or recessmable or repayable, and collaboratly or further to be one any securities or the Company by a truct deed or other assurance.
- (3) To issue and deposit any securities which the Company has power of ast, eithy way of morigage to secure any sumities then the nominal ambitude fourth securities, and also by way of security for the performance of any compacts or any odigations of the Company or of tail, a corresponding to the company or in whose budinesses or undertakings the Company or interested, whether directives indirective.
- (rd) To cere we money on deposition loan mones on terms, as the Company may approve, and to guarannee the obligations and contracts of any person or concentration.
- (1) To end and advance money or give credition any terms and with or without scourtly to any person. If more employ if noted ng without projudice to the generality of the foregoing and holding concerns, subsidiary or follow subsidiary of, or any other concerns associated in any way with, the Company) to enter the guarantees contracts of indemnity and substantials of all kinds to receive more won deposition can upon any terms, and to secure or guarantees in any manner and upon any terms, he payment of any sum of money or the performance of any obligation by any person firm or company (hold ong without prejudice to be generally of the foregoing any such holding company subsidiary. Fellows, beidery or associated company according particles.
- pit To gram pensions, allowances, gratuities and benuses to officers, exicificers, employees or ereamprovees of the Company or its precedessors in positiess or the dependants or commediants of such persons to establish and maintain or concorning stabilishing and maintaining trusts. Ends or schemes (emelber contributory) or non-contributory) with a view or providing pensions or other penetics, or any simb persons as aforesaid, their dependants

or connections, and to support or subserbe to any charitable funds on institutions, the support of which may, in the opinion of the directors, be as culated checkly or indirectly to conditate Company or its employees, and to institute or inclination any of the or other establishment or ordit sharing scheme calculated to advance the interests of the Company or its officers or employees.

- (K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, oils of exchange and other negotiable instruments.
- () To meast and deal sets the moneye of the Company not immediately required to the outposes of its business in or upon such measterness, of second in such manner as it may from time to time set determined.
- (A) To pay for any property or rights adjusted by the Company, either in cash or fully or partly pale up shares, with privilihout preferred endeferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to less, ever carrily none mode and partly in another and generally on such terms as the Company may determine
- (N) To accept payment for any property or rights so dier otherwise disposed of or occil with by the Company of their in each by instalments photherwise, or infully on partly paid up shares of any company or corporation, with or without befored an preferred an special gots or restrictions in respect of civicend, receipment of capital, voting or otherwise, or in debentures or debentures body in originges or other securities of any company or corporation, or bartly in one more and bartly in another, and generally on such terms as the Company may becomine and to hold dispose of or otherwise deal with any shares, stock or securities on anguired.
- (0) To enter into any partnership or joint-purse amangement or arrangement for sharing orofits, union of interests onco operation with any company firm or person carrying or or proposity to carry unany business within the objects of this company, and to acquire and role, set, deal with ordispose of shares, stock or securities of any such company, and to acquire and questiones the contracts or herbities of or the payment of the decidencial merest or capital of any sources, stock or securities of or the payment of the decidencial or company.
- (#) To establish or promote or concur in establishing professing any other company whose objects shall include the adquisition and laking over of all or any of the assets and labilities of this company of the promotion of which shall be in any manner calculated to advance directly or inclined with the objects or interests of this company and to adquire and note or dispose of where whose process, interest or capital of any shares, stock or securities issued by or any other objections of any or company.
- (Ci) To purchase or otherwise acquire and undertake all or any part of the ousiness, or operty assets. Labilities and transactions of any person, from or company carrying on any posiness which this company is authorised to carry on.
- (%) To bell improve, manage, develop, turn to abocunt, exchange, let on rent, royalty, share of profits or otherwise, grant liceneds, easements and ether rights in prover, and in any other manner deal with or dispose of the undertaking and all on any of the property and assets for the time being of the Company for such consideration as the Company may think as
- (S) To amalgamate with any other company whose objects are to include objects amiliar to those of this company, whether by sale or ourchase (for fully or party paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any cuch other company as oferesold with enwithout winding up, or by sole or purchase (for fully or party pale up shares or otherwise) of all or a company ing interest in the shares or stock of this or any such company as aforesold, or by partners tip or any arrangement of the nature of partnership or many other matures.
- (T) To discribite among the interphens in specie any proper you he Company, or any

proceeds of as a or disposal of any property of the Company, but so that no distribution amounting to a red, often or capital be made except with the sendron (if any) for the time being required by law.

- (2) To do all or any of the above tringo in any partor the world, and either as concipsis, agents inustees, choiced one or otherwise, and either a one or in conjunction with others, and either by or through acents, trusteed, but contractors or otherwise.
- (v) To do all audithings as are incidental or conductive to the above objects or any of hem and it is hereby declared that in the construction of this Clause the word company? exceptions is sed in reference to the Company shall be deemed to incline any person or partners not of thereby of persons, whe has incorporated an incorporated, and whether dominated in Great Unitary or elsewhere, and that the objects opecined in the different paragraphs of this cause shall except where otherwise expressed therein, be in nowise implied by reference to any other paragraph or the name of the Company that may be carried out to as full and complemanted and shall be construed in as wide a same as if each of the said paragraphs defined the objects of a separate, distinct and independent company.
- 4. The leadily a themembers is imited.
- 5. The Company's share capital is £1.000,000 divided into 1.000,000 shares of £1 each.

The shared in the original origin, more ased capital may be divided into several classes, and there may be attached the returnespectively any preferendal ideferred or other special rights, only reges, conditions or restrictions acto dividend, capital woring or otherwise.

Wisi the subscribers to this memorand, milet association, with this correct into a company ourculant to this memorandum; and agree to take the number of chares chown opposite our respective names.

Number of shares of shares as the same by each supporter.

Nim themselft, sosmil Arross (1954)

-werenewark kemilikarian dari 41 Park Mount

-larpandan

Hartfordshirm

ALE VALE

Alexander ou Mayne ONE
4 Streatisign Court
Streatisign High Road
London
SW16 1E8

DATED & December 0008

THE COMPANIES ACTS 1985 SINGE

COMPANY LIMITED BY SHARES

AR ICLES OF ASSOCIATION

DELTAFOX INITED

PREJMINARY

- . The Companies Act 1880 is hereinafter referred to as "the Act". Subject as hereinafter provided the regulations in Table 'A' in The Companies (Tables A-F) Regulations 986 shall apply to the Company and such Table is hereinafter referred to as "Table A".
- 2. Regulations 54, 73 to 78 and 80 of Table A shall not apply to the Company.

ALLCTVENT OF SHARES

- 3. The pre-amortan previsions of supportion (ii) of soction 39 and sub-sections (ii) to (5) of section 90 of the Act shall apply
- 4. Subject to article 3 the directors are unconditionally althomsed to allot shares in the capital of the Company to such persons, at auch times and generally on such terms are conditions actiney think proper up to the amount of althomsed but uniconed share capital during a period of five years following incorporation.

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5. The Company shall have a lien on every share, whether fully paid or not, and whether registered in the name of one or more members, and accordingly in regulation a of Table A the words incode ngla fully paid share shall be omitted.

TRANSFER OF SHARES

C. (a) With the exception of any transfer ansing out or the presemption provisions embodied in perspensive (b) is (b) reviewed the closed contrary in their except, teld scretcod and we have

casigning any recapit the tefer decline to register any transfer of shares, whether fully paid or

- (b) For such time as the Company has more than one member no share or beneficier owners no or a share shall be transferred non-shall the Company ourshade any of ito own shares , nieus and until the rights of one-emption relation to one-emption state on erred shall have been some state.
- (b) And member proposing to transfer any share or beineficial ownership of a share (hereing terical act act in a vendor) shall give no use in writing (hereinafter he led the consist notice") to the Company of such proposal. The transfer no use shall specify the sum which in he vendor's opinion constitutes the tair properties of each share specified herein and shall constitute the Company the vendor's agent for the cale of such share or chares (hereinafter held if the said shares") in one or more lots at the ciscus on of he directors to the members (other than the vendor) as the once cave that in the directors do not accept that the sum specified by the vendor constitutes the fair price of the said shares they shall instructific auditors of the Company (who shall act as experts and not as arbitrators so that any previous of low enstatute relating to a following shall not apply) to certify by certificate in writing (hereinafter called the certificate of value) the value in their opinion of the said shares as a cotwood a willing sollen and a willing buyer, and in such a case the transfer notice shall revertibless constitute the Company the vencor's agent for the said shares out at the certificate of value.
- (d) If the puditors are instructed to certify the fair value as aforesaid the Company shall, as soon as it received the secthosis of value furnish a copy thereof to the vencor. The cost of obtaining the certificate of value shall be borne by the Company.
- (a) Upon the longe being tixed as aforecast (whether by reference to the wendor's opinion of the first price of by reference to the certification, wairs) the Company shall to this in by notice in writing (here nation called "the order notice") inform leads member (other than the vencor) of the number and price of the case shared and shall invite each such member to apply in writing to the Company within 21 days of the date of despatch of the other notice (which date shall be specified therein) for such maximum number of the sold shares (being all or any thereoff as shall be specified in such application.
- (it) if such members shall within the said period or 21 days apply for all or (cave ac otherwise provided in the transfer notice) any of the said shares. The check orsishalts for eithe said shares (or so many of them as shall be applied for to on amongst the applicant members in ore portion as nearly as may be to the number of shares in the Company of which they are registered or income transfer as policiant members are repeated for all be eldiged to take more than the most mumininum cert of shares specified by the applicant members as arches a din any shares chall not be capable without out-division of being allocated to the members in proportion to their existing holdings, the same shall be allocated to the epolicant members, or some of them, in such proportions or in such member as may be determined by lots drawn in regard the test and the lots shall be grawn in such manner as the directors think fit.
- (g) The Company shall forthwith give notice or cuch a locations (heremattericalled fine of eaction notice f) to the vender and to the members to whom the said chares have been allocated and shall specify in the allocation notice the place and time (oding not earlier) and thane not after than 28 days often the date of the despatch of the allocation notice, which shall be specified therein so which the sale of the said shares so a located shall be completed.
- (h) The vandor chall be occurd quoch payment of the purchase once due in respect thereor) to transfer the shares comprised in the allocation helice to the purchasing members named therein at the place and time therein specified; and if in any case the vandor after having occome bound as aforesaid makes idefault in transferring any shares the Company may receive the purchase price on echaff of the vencer, and may authorise so he person to execute a transfer of such shares in favour of the purchasing member. The receipt of the Company for the purchase price shall be a good discharge to the purchasing member. The Company shall for hwith pay the purchase price into a separate bank account in the

Company's name and shall held the purchase price and any interest comedither on in trust northelivencer.

- (i) buildent to paragraph N(a) the presemption provisions in paragraphs N(b) is N(b) may be warred with the prior consent in writing of all the members of the Company for the time being
- (i) Duringsthe 3 months following the expiry of the period of 24 days referred to in paragraph (i) of this article the vendor shall be at liberty, subject nevertheless to the provisions of paragraph (a) of this entire to any person end at any price (not being text then the price (sent under paragraph (a) of this article) any of the said shares not at ocated by the closed one as a cression.

GENERAL MEETINGS AND RESOLUTIONS

- 7. In regulation 46 st b-staude (b) or Table A lone member shall be substituted for the words. two members.
- * Regulation to of Table A shall be read and constitued as if he words, at the time when the meaning proceeds to b, smeast were added at the end of the first sentence.
- Of The directors may specify in respect of any theet not of the members in the holice convening the moding that duty exception instruments of proxy and forms of appointment permitted under section STS of the Act may be deposited at the registered office of the Company or at soon other place as may be specified in the notice convening the meeting or sentily facsing the attack the perform the time appointed for the meeting and in such discussioned accordingly.

VOTES OF MEMBERS

16. In regulation 64 of Table Aftre words for by proxyl chall be inserted after the word liperaum.

SINGLE MEVBER STATUS

- in (a) Fer such time (if any) as the Company is a single member company and retwit istanding any provisions to the contrary in these articles of association the Company shall be permitted to function with one member and these articles shall be interpreted accordingly.
- (b) Pt. rs. am to the provesions of beginn 370A of the Companies Act 1885 as inserted by the Companies (8 rgld Memoer Private Limited Companies) Regulations 1882, one memoer prepent in person or by proxy shall constitute a quorum at general meetings for such time that the Company is a single member company.

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- 15. Unless the Company in general meeting determines otherwise. There shall be no maximum number of directors; the minimum number of directors shall be one.
- 13. In addition to the provisions of regulations 65 to 68 of Table Alan appointment of an afternate circoter may also be revoked at any time by a resolution of the directors on by an ordinary resolution of the Company in penetal meeting.
- 14 The less two werter ows in legislation TW of Table A what not epoly to the Company
- 15. The Company hav by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 16. The effice of a circoter shall be vacated if no eccomes incopable by reason of these or must of managing and administering his property and affairs, and regulation 51 of Table A shall be modified accordingly.

- 17. In addition to the aforese diand forest long as all a pority of the equity share capital of the Company is conditionally owned by another body concernt on a major by share capital of the directors of the Company of their majority shareholder by a notice in writing suggest by the majority shareholder by a notice in writing suggest by the majority shareholder or an authorised officer of that body corporate or its behalf and left at order to be registered at the registered of the Company of or appointment or remove what take effect forthwith upon delivery of the notice of the registered of the Company or on such tate often (if any) as may be specified therein.
- 18. Notice of any meeting of the directors may be given by telephone and regulation 88 of Table A shall be construed accordingly.
- 18. The following sentence shall be added to regulation 89 of Table At
- Theny director or alternate director who attends a new-ting of the directors by telephone or other contenence (actify shall be deemed to be personally present at all or meeting for all ourspace of the articles and shall be counted in the quoritm accordingly.)
- 26. In the event that only one director holds office such spie obscorshall have authority to exercise a lacked which are provided by the regulations of Table Alon have articles.
- 2. In the event that, ac a result of the death of a pole director who is a colone sole member the Company has no members and no directors, the personal representative(s) of such deceased member may by notice in writing appoint a person to be director of the Company. Such appointments fall be as affective as if made by any other means allowed for the appointment of directors under these anticles.
- 22. Subject to the provisions of section 31% of the Act aldirector may contract with and participate in the profess of any contract or arrangement with the Company as if he were not a director. A director shall also be eapable of voting in respect of such contract or arrangement, where he has providually disclosed his interest to the Company, and may be counted in the quantum of any meeting all which any such matter is considered. Regulations 34 and 95 of Table A shall not apply.

FOWERS AND DUTIES OF DIRECTORS

Will The directors may at the nown discretion and upon such terms in at respects as they chickfill raise or borrow money for the purpose of the Company's bus mass and may mongage or charge the whole-or any part of the assets and properly of the Company (present on future) including its uncelled on uponed capite, and may, subject to the provisions of section 50 or the Act isome cepentures, depending book, mortgages or other securities whether our gift on as becamy for any debt, light by or obligation of the Company or any third party.

MOENNOY

- 24.(a) Every director on other of open or aud for of the Company shall be indemnified out of the assets of the Company against all loases on labilities which he may sustain or incur in or about the execution of the duties of his office production wise in relation thereto, including any lability incurred by him in defending any proceedings, whether only for etiminal in which tudgement is given in his favour only which he is addition when relef is granted to him by he court land no director one has a time ror auditor shall be table to rank loss, demage or mistering which may happen to onbe incurred by the Company in the execution of the duties of his office or in retain a hereto. But this entities shall only have a last line area, is provisions are not avoided by section 3. 3 of the Act.
- (b) The effectors shall have power to pure rase and maint for any director, efficient or auditor of the Corneany insurance against any such liability as is referred to in section 300(f) in the Anti-

FIRST DIRECTOR AND SECRETARY

28. The first dues or and sectedary of the Company shall be the persons named as such this chairment delivered under section 10 of the Act.

NAMES AND ADDRESSES OF SUBSCRIBERS

Na than St. saatlánca

4 Park Vount

Harpandan

Herifordshire

ALC SAG

Alexander du Mayne 1 Streetleigh Cour Streetleim II gh Road London SW10-1LIS

DATED 9 December 2003