



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

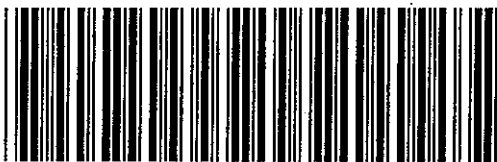
Company No. 5179765

The Registrar of Companies for England and Wales hereby certifies that

THE CIABTTA BREAD CO LTD

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

Given at Companies House, Cardiff, the 14th July 2004



N05179765R



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Please complete in typescript,
or in bold black capitals.

CHFPO34

Declaration on application for registration**Company Name in full**5179765
THE CIABTTA BREAD CO LTD

I,

Kerry Bratt

of

117 Dartford Rd, Dartford, Kent

† 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

KB

Declared at

Bexleyheath

Day Month Year

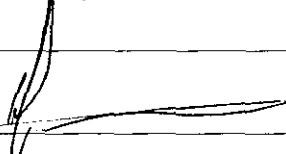
On

06 07 2004

① Please print name

before me ①

Mitchell Cohen

Signed**Date**

6. 07. 04

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

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

NATIONWIDE SECRETARIAL SERVICES LTD

Ref: /

117 DARTFORD ROAD, DARTFORD

DA1 3EN

Tel 01322 287999

DX number

DX exchange

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 EdinburghA21
COMPANIES HOUSE0208
10/07/04

Please complete in typescript,
or in bold black capitals.

CHFPO34

Notes on completion appear on final page

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

Company Name in full

THE CIABTTA BREAD CO LTD

Proposed Registered Office

(PO Box numbers only, are not acceptable)

117 DARTFORD ROAD

DARTFORD

Post town

KENT

County / Region

Postcode

DA1 3EN

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.

☒ X

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

0

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.

NATIONWIDE SECRETARIAL SERVICES LTD

Ref: /

117 DARTFORD ROAD, DARTFORD

DA1 3EN

Tel 01322 287999

DX number

DX exchange

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	THE CIABTTA BREAD CO LTD		
NAME	* Style / Title	* Honours etc	
Forename(s)			
* Voluntary details	Surname	NATIONWIDE SECRETARIAL SERVICES LTD	
	Previous forename(s)		
	Previous surname(s)		
Address	117 DARTFORD RD		
Usual residential address			
For a corporation, give the registered or principal office address.	Post town	DARTFORD	
	County / Region	Kent	Postcode DA1 3EN
	Country	Great Britain	

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

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

Please list directors in alphabetical order

NAME	* Style / Title	* Honours etc	
Forename(s)	APS SECRETARIES LTD		
Surname			
Previous forename(s)			
Previous surname(s)			
Address	117 DARTORD RD		
Usual residential address			
For a corporation, give the registered or principal office address.	Post town	DARTFORD	
	County / Region	KENT	Postcode DA1 3EN
	Country	ENGLAND	

Day Month Year

Date of birth

0 1 0 4 2 0 0 1

Nationality

BR

Business occupation**Other directorships**

NONE

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

Consent signature**Date**

Directors

(continued)

(see notes 1 - 5)

NAME

* Style / Title

* Honours etc

Forename(s)

Surname

* Voluntary details

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

Notes

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

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

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

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Director's details:

- Show for each individual director the director's date of birth, business occupation and nationality.

The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director **was**:

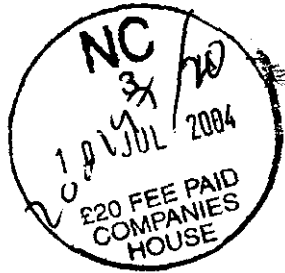
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

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

Company Number :

68489



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

OF

THE CIABTTA BREAD CO LTD

(Incorporated on)



1. The name of the Company is "THE CIABTTA BREAD CO LTD".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects, subject to the provisions of Clause 3.3, are set out in Clause 3.1 and Clause 3.2:
 - 3.1 The main objects are:
 - 3.1.1 To carry on business as a general commercial company.
 - 3.2 Without prejudice to the generality of Clause 3.1, to carry on any one or more of the following activities:
 - 3.2.1 To provide entertainment, game and toy development and design services, and retail and management and internet web site design services, advisory guidance and related services and all business managing and consulting and related services of every kind whatsoever.
 - 3.2.2 To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
 - 3.2.3 To grant easements, profits a prendre, mineral and other rights in, over or under the Company's lands, and to exercise or grant licences for the exercising of all rights conferred by or incidental to the ownership or possession of the Company's properties, and to carry on business as land and estate agents, property managers, architects, surveyors, assessors, rent and debt collectors, builders, civil engineers and public works contractors, painters and decorators, general engineers and general contractors, proprietors of hotels, caravan sites, restaurants, flats and all other forms of residential, domestic and other accommodation, and all businesses of a like nature.
 - 3.2.4 To act as registrars, transfer agents, transfer auditors, secretaries, consultants, trustees, executors, or administrators, and for that purpose to appoint and remunerate any directors, registrars, secretaries, accountants, solicitors or other experts or agents.

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES

Company Number :

**MEMORANDUM AND ARTICLES
OF ASSOCIATION**

OF

THE CIABTTA BREAD CO LTD

Incorporated on

NATIONWIDE SECRETARIAL SERVICES LTD
Company Formation Agents
117 DARTFORD ROAD
DARTFORD KENT DA1 3EN
TEL: 0044 1322 287999 FAX 0044 1322 286828

- 3.2.5 To act as trustees for the holders of or otherwise in relation to any shares, stock, debentures, debenture stock, bonds, loans or other obligations or securities issued or to be issued by any company, corporation or association, or any government, state, local or other authority, municipal or otherwise, and generally to undertake and execute any trusts (whether public or private) and to undertake and execute, either alone or jointly with others, the office of receiver and/or manager for debenture holders or other securities or issues, and to transact all kinds of business arising in connection therewith.
- 3.2.6 To keep for any company, corporation or association, government, state, local or other authority any register relating to any shares, stock, debentures, debenture stock, bonds, loans or other obligations or securities or any real or personal property of any kind, and to undertake any duties relating thereto or to the registration of transfers, assignments, mortgages, charges, cautions, deeds, documents or things or relating to the issue of certificates.
- 3.2.7 To purchase or otherwise acquire and undertake all or any part of the business, property, assets, goodwill and liabilities of any person, firm or company carrying on any business which the Company is authorised to enter into or carry on, or possessing any property suitable for the purposes of the Company, or to acquire the control of or the shares or any part of the shares of any such company or any interest therein.
- 3.2.8 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof and subscribe for take acquire hold sell exchange and deal in shares, stocks, debentures, mortgages and securities of every kind.
- 3.2.9 To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- 3.2.10 To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights powers privileges and conditions as may be thought fit, debentures or debentures stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- 3.2.11 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- 3.2.12 To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose business or undertakings the Company is interested, whether directly or indirectly.
- 3.2.13 To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.

- 3.2.14 To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- 3.2.15 To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trust funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and its 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 benefit the Company or its employees and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- 3.2.16 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, bill of lading, warrants, debentures and other negotiable or transferable instruments.
- 3.2.17 To invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- 3.2.18 To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed 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 the Company may determine.
- 3.2.19 To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash or by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- 3.2.20 To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- 3.2.21 To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stocks or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- 3.2.22 To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise grant licences, easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

- 3.2.23 To amalgamate with any other company whose objects are or include objects *similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking subject to the liabilities of this or any such other company as aforesaid with or without winding-up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership or any arrangement of the nature of partnership or in any other manner.*
- 3.2.24 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in anyway with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 3.2.25 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other Authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.2.26 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.
- 3.2.27 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company *constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.*
- 3.2.28 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 3.2.29 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business for Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 3.2.30 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

- 3.2.31 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.
 - 3.2.32 Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act 1985 (if and in so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152 (1) (a) of that Act), for any such purpose as is specified in Section 151 (1) and/or Section 151 (2) of that Act.
 - 3.2.33 To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company and in particular any shares, debentures or securities of other companies belonging to this Company or of which this Company may have power to dispose.
 - 3.2.34 To procure the Company to be registered or recognised in any part of the world.
 - 3.2.35 To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, subcontractors, trustees or otherwise.
 - 3.2.36 To do all such other things as are incidental or conducive to the above objects or any of them.
- 3.3 The following provisions of this Clause 3.3 shall apply to each object of the Company:
- 3.3.1 None of the objects of the Company shall be restrictively construed, but the widest interpretation shall be given to each such object, and no such object shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other such object or objects, or by reference to or inference from the name of the Company.
 - 3.3.2 None of the objects of the Company shall be deemed subsidiary or ancillary to any other such object or objects, and the Company shall have as full a power to exercise each and every one of its objects as though each such object was an object of a separate, distinct and independent Company.
 - 3.3.3 The word "Company" in this Clause 3, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether formed, domiciled or resident in the United Kingdom or elsewhere.
 - 3.3.4 The word "person" in this Clause 3 shall include any company as well as any other legal or natural person.
 - 3.3.5 The word "securities" in this Clause 3 shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation.
 - 3.3.6 The words "and" and "or" in this Clause 3 shall mean "and/or" where the context so permits.
 - 3.3.7 The words "other" and "otherwise" in this Clause 3 shall not be construed eiusdem generis where a wider construction is possible.

Company Number :


3.3.8 In this Clause 3 the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause 3 to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the members is limited.

5. The Share Capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1.00 each.

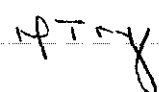
Company Number :

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

Name and address of subscriber	Number and class of shares taken by the subscriber
 (Signature) 4184535 NATIONWIDE SECRETARIAL SER 117 DARTFORD ROAD DARTFORD Kent DA1 3EN Great Britain	1 Ordinary share of £1.00
Total of shares taken	1 Ordinary

The above subscriber
signed in the presence of:

M TRY
117 DARTFORD RD
DARTFORD
KENT
DA1 3EN


(Signature)

Dated

6/7/04

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
THE CIABTTA BREAD CO LTD
(Incorporated on)

ADOPTION OF TABLE A

1. In these Articles "Table A" means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by any other subordinate legislation coming into force prior to the date of incorporation of the Company.
2. The Regulations contained in Table A shall, except where they are excluded or modified by these Articles, apply to the Company and, together with these Articles, shall constitute the Articles of the Company.
3. No regulations scheduled to any statute concerning companies shall apply to the Company.

INTERPRETATION

4. References in Table A and in these Articles to "writing" include references to any method of representing or reproducing words in a legible and non-transitory form.
5. Save as provided in any other Article of this Section, words and expressions which bear particular meanings in Table A shall bear the same respective meanings in these Articles.

SHARE CAPITAL

6. The Share Capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1.00 each.
7. Subject to the provisions of the Act and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued Shares of the Company (whether forming part of the original or any increased capital) shall be allotted by the Directors.
8. In accordance with Section 91 (1) of the Act, Article 7 of these Articles of Association shall operate as a provision excluding Section 89 (1) of the Act.
9. The Shares shall be issued at par, and shall be allotted as the Directors shall determine.

LIEN

- 10 . The lien conferred by Regulations 8 to 11 (both inclusive) of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether that person shall be the sole registered proprietor thereof, or shall be one of two or more joint holders.

TRANSMISSION OF SHARES

- 11 . On the death of a joint shareholder the Shares registered in his name jointly with another or others shall be registered in the name of the registered owner or owners apart from the deceased.
- 12 . On the bankruptcy of a joint shareholder the Shares registered in his name jointly with another or others shall be registered in the name of the registered owner or owners apart from the bankrupt.
- 13 . On the death or bankruptcy of a shareholder with Shares in his sole name the Shares registered in his name shall be transmitted to his personal representatives or trustee in bankruptcy as the case may be and registered in their or his name on registration of the Grant of Probate, Letters of Administration, or the bankruptcy.
- 14 . Regulations 29 to 31 (both inclusive) of Table A shall not apply.

VOTES OF MEMBERS

- 15 . If a Share is registered in the names of more than one person, the joint registered owners shall agree as to the person who shall vote in respect of that Share, and in default of agreement the first named registered owner shall be entitled to vote.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 16 . Any person may be appointed as a Director by the Directors either to fill a vacancy or as an additional Director.

POWERS OF DIRECTORS

- 17 . No Director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a Director, by reason of his having attained a particular age.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 18 . Regulations 73 to 80 (both inclusive) and the last sentence of Regulation 84 of Table A shall not apply.

POWERS OF DIRECTORS

- 19 . The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company upon such terms (including terms as to remuneration) as they think fit, and may delegate to any person so appointed any of the powers vested in or exercisable by them including power to sub-delegate, and Regulation 71 of Table A shall not apply.
- 20 . The Directors may remove any person appointed under Article 19 and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected by it.
- 21 . The Directors shall not be authorised without the express consent of the Company in General Meeting, to pay any remuneration, fees or amounts, except for incidental expenses, to any Director or Shareholder.

PROCEEDINGS OF DIRECTORS

22. A Director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the Directors or of a committee of the Directors in accordance with the provisions of the Act, and having made such disclosure a director shall be entitled to vote at a meeting of the Directors or of a committee of the Directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the Directors or, if relevant, at the meeting of the committee of the Directors.
23. A resolution of all of the Directors for the time being entitled to receive notice of meetings of Directors shall be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held, and may consist of several documents (including a telex, cable, telegram or facsimile) each accurately stating the terms of the resolution and each signed by or emanating from one or more of the Directors.
24. Any Director (including an alternate Director) may participate in a meeting of the Directors or of a committee of the Directors of which he is a member by means of a conference telephone or similar communications system whereby all those persons participating in the meeting can hear and address each other, and such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum.
25. A meeting held by means of a conference telephone system shall be deemed to take place where the largest group of participators in number is assembled, and, in the absence of such a majority, the location of the chairman of the meeting shall be deemed to be the place at which the meeting is held.

DELEGATION OF DIRECTORS' POWERS

26. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit, and Regulation 72 of Table A shall be modified accordingly, and references in Table A to a committee of Directors or to a Director as a member of such a committee shall include a committee established under this Article, or such person or persons.

BORROWING POWERS

27. The Directors may exercise all of the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company, or of any third party, PROVIDED THAT the amount for the time being remaining undischarged of monies borrowed or secured by the Directors shall not at any time, without the sanction of the Company in General Meeting, exceed £100,000, but nevertheless no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed, and no debt incurred or security given in respect of monies borrowed in excess of the limit hereby imposed shall be invalid or ineffectual except in the case of express notice having been given at the time when the debt was incurred or security given that the limit hereby imposed had been or would thereby be exceeded.

NOTICES

28. A notice may be given by the Company to any member either personally or by sending it by first class post to his registered address, or, if he has no registered address within England, to the address, if any, within England supplied by him to the Company for the giving of notice to him.

Company Number :

- 29 . Where a notice is sent by post, service of the notice shall be deemed to have been effected by properly addressing, prepaying and posting by first class post a letter containing the notice, and to have been effected two days after the letter containing the notice is posted, excluding the days on which there is no general postal delivery.
- 30 . In the case of personal delivery, service shall be deemed to have been effected at the time of delivery.

INDEMNITY

- 31 . The following provisions of this Article 31 shall apply subject to the provisions of Section 310 of the Act:


1) The Company shall be at liberty to purchase and maintain insurance for any auditor or officer of the Company (within the meaning of Section 744 of the Act) against any liability in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

2) The Company shall be at liberty to indemnify any auditor or officer of the Company (within the meaning of Section 744 of the Act) against any liability incurred by him:

i) in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or

ii) in connection with any application under Section 144(3) or 143(4) of the Act (acquisition of shares by an innocent nominee) or Section 727 of the Act (general power to grant relief in the case of honest and reasonable conduct) in which relief is granted to him by the Court.

Company Number :

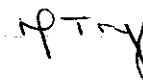
Name and address of subscriber	Number and class of shares taken by the subscriber
 (Signature) 4184535 NATIONWIDE SECRETARIAL SER 117 DARTFORD ROAD DARTFORD Kent DA1 3EN Great Britain	1 Ordinary share of £1.00
Total of shares taken	1 Ordinary shares

The above subscriber
signed in the presence of:

M TRY
117 DARTFORD RD
DARTFORD
KENT
DA1 3EN

Dated

6/7/04

 (Signature)

The regulations of Table A to the Companies Act 1985 apply to the Company save in so far as they are not excluded or varied by its Articles of Association.

Table A as prescribed by the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805), amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No. 1052), is reprinted below.

Table A - The Companies Act 1985

REGULATIONS FOR MANAGEMENT OF A COMPANY LIMITED BY SHARES

INTERPRETATION

1. In these regulations:-
 - 'the Act' means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
 - 'the articles' means the articles of the company.
 - 'clear days' in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
 - 'executed' includes any mode of execution.
 - 'office' means the registered office of the company.
 - 'the holder' in relation to shares means the member whose name is entered in the register of members as the holder of the shares.
 - 'the seal' means the common seal of the company.
 - 'secretary' means the secretary of the company or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary.
 - 'the United Kingdom' means Great Britain and Northern Ireland.Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company.

SHARE CAPITAL

2. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine.
3. Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the company or the holder on such terms and in such manner as may be provided by the articles.
4. The company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
5. Except as required by law, no person shall be recognised by the company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

SHARE CERTIFICATES

6. 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. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. 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 a sufficient delivery to all of them.
7. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

LIEN

8. The company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien on a share shall extend to any amount payable in respect of it.
9. The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

CALLS ON SHARES AND FORFEITURE

10. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

LIEN

11. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES AND FORFEITURE

12. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
13. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

14. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
15. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
16. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the article shall apply as if that amount had become due and payable by virtue of a call.
17. Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
18. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
19. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
20. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
21. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
22. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

TRANSFER OF SHARES

23. 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 and, unless the share is fully paid, by or on behalf of the transferee.
24. The directors may refuse to register the transfer of a share which is not fully paid 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.
25. 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.
26. 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 30 days in any year) as the directors may determine.
27. 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.
28. 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.

TRANSMISSION OF SHARES

29. If a member dies the survivor or survivors where he was joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
30. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.