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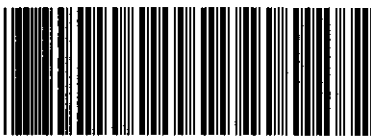
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 5490154

The Registrar of Companies for England and Wales hereby certifies that
CORNEA 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 24th June 2005



N05490154F



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



Companies House
for the record

12

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

5690154

Company Name in full

CORNEA LIMITED

I, JENNIFER WALCOTT; authorised sig of EXCEL SECRETARIES LTD

of Unit B, Blois Meadow Business Centre, Suffolk, CB9 7BN.

† 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

Jennifer Walcott

Declared at Waltham Forest Business Centre, 5 Blackhorse Lane, London, E17 6DS

On Day Month Year
2 1 0 6 2 0 0 5

① Please print name.

before me ① CONIEROSE MONCADA LUISTRO

Signed

Conierose Moncada Luistro

Date

21-06-05

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

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

| | |
|-----------|-------------|
| | |
| | |
| Tel | |
| DX number | DX exchange |



LD2
COMPANIES HOUSE

0923
22/06/05

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
or LP - 4 Edinburgh 2



Companies House

for the record

10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

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

Company Name in full

CORNEA LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

UNIT B

BLOIS MEADOW BUSINESS CENTRE

Post town

STEEPLE BUMPSTEAD

County / Region

SUFFOLK

Postcode

CB9 7BN

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

Agent's Name

Interbusiness Services Limited

Address

Waltham Forest Business Centre

5 Blackhorse Lane

Post town

London

County / Region

Postcode

E17 6DS

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to
searchers of the public record.

INTERBUSINESS SERVICES LIMITED

WALTHAM FOREST BUSINESS CENTRE, 5 BLACKHORSE LANE,

LONDON, E17 6DS

Tel

DX number

DX exchange



LD2
COMPANIES HOUSE

0027
22/06/05

V 08/02

When you have completed and signed the form please send it to the
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for companies registered in England and Wales

or

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

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

| | | | |
|--|----------------|------------------------------|---------|
| Company name | | CORNEA LIMITED | |
| NAME | *Style / Title | *Honours etc | |
| Forename(s) | | | |
| Surname | | EXCEL SECRETARIES LTD | |
| Previous forename(s) | | | |
| Previous surname(s) | | | |
| Address ^{††} | | UNIT B | |
| | | BLOIS MEADOW BUSINESS CENTRE | |
| Post town | | STEEPLE BUMPSTEAD | |
| County / Region | | Postcode | CB9 7BN |
| Country | | ENGLAND | |
| I consent to act as secretary of the company named on page 1 | | | |
| Consent signature | | Date 21-06-05 | |

Directors (see notes 1-5)

Please list directors in alphabetical order

| | | | |
|---|----------------|------------------------------|---------|
| NAME | *Style / Title | *Honours etc | |
| Forename(s) | | | |
| Surname | | EXCEL DIRECTORS LTD | |
| Previous forename(s) | | | |
| Previous surname(s) | | | |
| Address ^{††} | | UNIT B | |
| | | BLOIS MEADOW BUSINESS CENTRE | |
| Post town | | STEEPLE BUMPSTEAD | |
| County / Region | | Postcode | CB9 7BN |
| Country | | ENGLAND | |
| Day Month Year | | | |
| Date of birth | | Nationality | |
| Business occupation | | COMPANY FORMATION AGENTS | |
| Other directorships | | | |
| I consent to act as director of the company named on page 1 | | | |
| Consent signature | | Date 21.06.05 | |

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ^{††}

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, 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 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 _____

Signed

Date _____

Notes

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

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

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

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

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

Address:

Give the usual residential address.

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

Subscribers:

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

2. Directors known by another description:

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

3. Directors details:

- Show for each individual director 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.

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES

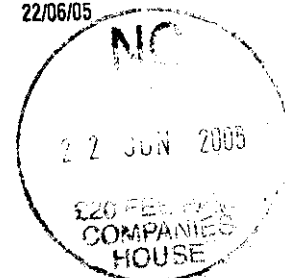
MEMORANDUM OF ASSOCIATION

- OF -

CORNEA LIMITED



1. The name of the Company is CORNEA LIMITED.
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-
 - (A) To carry on business as a service company for independent contractors.
 - (B) To carry on business as a general commercial company.
 - (C) To carry on any other business which may in the opinion of the Board of Directors be advantageously carried on by the Company.
 - (D) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrender of, and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects; and to erect, pull down, repair, alter, develop, or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.
 - (E) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
 - (F) To apply for, purchase or otherwise acquire any patents, licences or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and to grant rights thereout.
 - (G) To sell, let, license, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interests in, any other company.
 - (H) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.
 - (I) To lend money to such persons, upon such terms and with or without security and subject to such conditions as may seem desirable.
 - (J) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person (including but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding



company within, in each case, the meaning of Section 736 and Section 736(A) of the Companies Act 1985 (the "Act") as amended by the Companies Act 1989, and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.

(K) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.

(L) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable documents.

(M) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in, or obligations of, any other company or corporation.

(N) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

(O) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.

(P) To promote, or aid in the promotion of, any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.

(Q) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit employees or ex-employees of the Company (including any Director holding a salaried office or employment in the Company) or the dependants or connections of such persons and to grant pensions and allowances to any such persons.

(R) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for, or make payments to, or for the benefit of, Directors and ex-Directors of the Company or their dependants or connections.

(S) To make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, or any other object whatsoever which the Company may think advisable.

(T) To distribute any property of the Company in specie among the Members.

(U) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £8.00 divided into eight ordinary shares, one share each of 'A', 'B', 'C', 'D', 'E', 'F', 'G', and 'H' classes of £1.00 each with power to increase or to divide the shares in the capital for the time being subject to the agreement of all other classes of shareholder, into different classes having such rights, privileges and advantages as to voting and otherwise as the Articles of Association may from time to time prescribe.

The subscriber to this Memorandum of Association, wishes to be formed into a Company pursuant to this Memorandum; and agrees to take the number of Shares shown opposite the subscriber's name

| NAME AND ADDRESS OF SUBSCRIBER | Number of shares taken by the subscriber |
|--|--|
|  EXCEL NOMINEES LTD UNIT B BLOIS MEADOW BUSINESS CENTRE STEEPLE BUMPSTEAD SUFFOLK CB9 7BN | ONE 'A' Share |

DATED 21/06/2005

WITNESS to the above Signature:-



Indran Mahayandran, Waltham Forest Business Centre, 5 Blackhorse Lane,
London, E17 6DS

THE COMPANIES ACTS 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- OF -

CORNEA LIMITED

PRELIMINARY

- 1 Subject as hereinafter provided, the regulations contained in Table A in the Companies (Tables A-F) Regulations 1985 (hereinafter referred to as Table A) shall apply to the Company.
- 2 Regulations 23-28 (inclusive) 40, 64, 73-80 (inclusive), 94, 95, 96, 102 and 104 of Table A aforesaid shall not apply to the Company, but the Articles hereinafter contained together with the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.
- 3 In these Articles:
 - (a) unless the context otherwise requires the following expressions have the following meanings:

"A" Share means the "A" Share of [£1] each in the share capital of the Company from time to time

"B" Share means the "B" Share of [£1] each in the share capital of the Company from time to time

"C" Share means the "C" Share of [£1] each in the share capital of the Company from time to time

"D" Share means the "D" Share of [£1] each in the share capital of the Company from time to time

"E" Share means the "E" Share of [£1] each in the share capital of the Company from time to time

"F" Share means the "F" Share of [£1] each in the share capital of the Company from time to time

"G" Share means the "G" Share of [£1] each in the share capital of the Company from time to time

"H" Share means the "H" Share of [£1] each in the share capital of the Company from time to time

"the Percentage" means the percentage of interim distributable profits deemed from time to time by the Director of the Company to have been earned by the Company's Members (such

proportion of profits not being capable of being determined by way of precise calculation in advance).

"Relevant Agreement" means any Shareholders' Agreement and variations thereof from time to time in force.

- (b) Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice-versa.

CAPITAL

- 4 The authorised share capital of the Company at the date of adoption of these Articles £8 divided into eight shares, one "A" Share, one "B" Share, one "C" Share, one "D" Share, one "E" Share, one "F" Share, one "G" Share, and one "H" Share. Each shall be separate classes of shares.

- 5 The Shares shall have the following rights and be subject to the following restrictions:

As regards voting

The rights of all Shares shall rank pari passu.

As regards capital

The rights of all Shares shall rank pari passu.

As regards income

The "A", "B", "C", "D", "E", "F", "G", and "H" Shares do not rank pari passu for income but are subject to Articles 13 and 14 and any Relevant Agreement.

- 6 On the redemption or deemed redemption of any Share as provided in Article 9 these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meetings or votes to be cast by members of that class.
- 7 No variation of the rights attaching to any class of Shares shall be effective except with the consent in writing of all shareholders.
- 8 The Director of the Company are generally authorised for the purposes of Section 80 of the Act to allot, grant option over or otherwise deal with or dispose of all unissued shares which are comprised in the authorised share capital of the Company from time to time to such persons at such times and on such conditions as thought fit, subject to the provisions of that Section and provided that no shares shall be issued at a discount. In accordance with Section 91 of the Act, Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act do not apply to the Company.

REDEMPTION TERMS RELATING TO SHARES

- 9 Subject to the provisions of the Act, any Share issued shall, at the option of the Company or the holder, be liable to be redeemed on such terms as may for the time being be specified in these Articles.

The terms relating to redemption are as follows:

- (a) The Company may at any time give to the holder (in this Article referred to as "the Holder") of any Share, and the Holder may at any time give to the Company, not less than 14 days' previous notice in writing ("the redemption notice") of his intention to redeem any such Share which is fully paid up on a date (within 28 days after the date of the redemption notice) which shall be specified in the redemption notice.
- (b) On the redemption date the Company shall be bound to redeem the shares specified in the redemption notice at par and to pay any dividend which shall have accrued on them down to the redemption date against delivery to the Company of the certificates for the shares to be redeemed.
- (c) The shares to be redeemed shall cease to rank for dividend on the redemption date.
- (d) In the event of the Holder:
 - (i) committing a material breach of his or her obligations under a Relevant Agreement and (but only if the breach is capable of remedy), failing to remedy the same within 21 days of being specifically required in writing so to do by the Board;
 - (ii) committing any act which in the absolute opinion of the Board adversely affects or is prejudicial to or in any way diminishes the interests or status of the Company;
 - (iii) failing to provide services in accordance with any supply of service agreement entered into by the Company on such Member's behalf and continues to do so following written notice by the Company to that effect;
 - (iv) being adjudicated bankrupt;
 - (v) dying;
 - (vi) making any voluntary arrangement or composition with his creditors; or
 - (vii) ceasing to be employed by the Company under any circumstances whatsoever;

he or she shall be deemed immediately prior to the happening of that event to have served a redemption notice of his intention to redeem the Share held by him on a date 28 days after the deemed redemption event and the terms of Articles 9(b) and (c) above shall apply accordingly.

- 10 The provisions of regulation 29 shall be modified by providing that such regulation is subject to the provisions of Article [9(d)].

TRANSFER OF SHARES

- 11 No holder of any Share shall transfer or dispose of any Share or any interest therein or in any right attaching thereto or assign any right to receive or subscribe for any such share (save as may be required in pursuance of any obligation under these Articles) or create or permit to exist any charge, mortgage, encumbrance or trust over any such share or

agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any such things.

- 12 The Director, in his or her absolute discretion and without assigning any reason therefor, may decline to register the transfer of any Share whether or not it is a fully paid share. The first sentence of regulation 24 shall not apply in respect of such transfer.

DIVIDENDS

- 13 Subject to the provisions of the Act, the Director may by written resolution declare and pay dividends in respect of any class of share in accordance with the respective rights of the holders of Shares of that class, but no dividend shall exceed the amount recommended by the Director. For the avoidance of doubt, save as otherwise provided in these Articles, the Director shall be entitled to declare and pay dividends by Percentage in respect of one class of share without being obliged to declare dividends in respect of any other class of share.

- 14 The first sentence of Regulation 103 shall be amended by providing that "Subject to the provisions of the Act, the Director may pay interim dividends in respect of any class of share (without being obliged to pay interim dividends in respect of any other class of share) ...".

GENERAL MEETINGS

- 15 No business shall be transacted at any meeting unless quorum is present. One person entitled to vote upon the business to be transacted, such person being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

DIRECTORS

- 16 No person shall be appointed a Director at any general meeting unless:
- (a) he is recommended by the Director; or
 - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars that would, if he were so appointed, be required to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed.
- 17 The Director may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting but shall be eligible for re-appointment at such annual general meeting. If not so re-appointed he shall vacate office at the conclusion thereof.
- 18 Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director to act as Auditor for the Company.

- 19 The Company shall not be subject to Section 293 of the Act, and accordingly any person may be appointed or elected as a Director whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.
- 20 Unless and until otherwise determined by the Company in General Meeting the number of Directors (other than alternate directors) shall not be less than one. If at any time and from time to time there shall be only one Director (other than alternate directors) of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and Regulation 89 in table A shall be modified to provide that in such circumstances the quorum for the transaction of any business of the Directors shall be one.

BORROWING POWERS

- 21 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject to Section 80 of the Act, 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.

NAME AND ADDRESS OF SUBSCRIBER

Number of shares
taken by the
subscriber

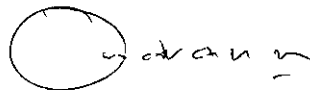


EXCEL NOMINEES LTD
UNIT B
BLOIS MEADOW BUSINESS CENTRE
STEEPLE BUMPSTEAD
SUFFOLK
CB9 7BN

ONE 'A' Share

DATED 21/06/2005

WITNESS to the above Signature:-



Indran Mahayandran, Waltham Forest Business Centre, 5 Blackhorse Lane,
London, E17 6DS