

The Companies Act 1985/89
Company Limited by Shares

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**MEMORANDUM
AND ARTICLES OF
ASSOCIATION**

OF

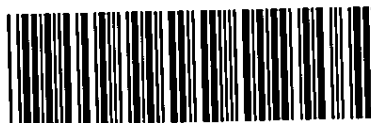
PRIME ART FINANCE LIMITED

Incorporated on 7th day of March 2006

Wilton Group
26 Grosvenor Street
Mayfair,
London W1K 4QW

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The Companies Acts 1985 and 1989

PRIVATE COMPANY LIMITED BY SHARE

Memorandum of Association

of

PRIME ART FINANCE LIMITED

- 1 * The company's Name is Prime Art Finance Limited
- 2 The Company's Registered Office is to be situated in England and Wales
- 3 The Company Objects are:
 - (a)[†] To carry on business as lessors and purchasers of fine arts including original oil and water colours, works of art, fine art prints, engravings, lithographs, photographs, original woodcuts and etchings, to specialise in limited edition works to deal similarly in all bronze and brass goods, pottery, porcelain, plates, figurines, vases, thimbles, jugs, mirrors and looking glasses, glassware and cutlery, statuettes, busts and sculpture, all fancy goods and jewellery, pendants, locketts, brooches, coins, ingots and other specially minted objects of precious and semi precious metals, models, artefacts, ornaments, rare and valuable books and complete libraries and to manage galleries and exhibitions and to promote the sale thereof in all ways, to undertake all forms of picture framing and to carry on business as general merchants, brokers, agents or representatives for the lending, financing and trading of the above
 - (b) To carry on any other business which may seem to the Company to be capable of being conveniently or advantageously carried on in connection or conjunction with any business of the Company with a view directly or indirectly to enhancing the value of or to render profitable or more profitable any of the Company's property, assets or rights or expertise
 - (c) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any company, firm, person or body carrying on or proposing to carry on any business which the Company is authorized to carry on or possessed of property suitable for the purposes of the Company
 - (d) To purchase or otherwise acquire take on lease or in exchange, let or hire any real or personal property or assets or any rights or privileges which the Company may think necessary or convenient or capable of being profitably dealt with in such manner as may be thought fit

* By Special Resolution passed on 23 July 2007 the name of the Company was changed from Allied Associates Asset Finance Limited

[†] By Special Resolution passed on 27 September 2007 clause 3a was deleted in its entirety and substituted

- (e) To amalgamate or enter into any partnership or into any arrangement or other association for sharing profits union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any company, firm, person or body carrying on or engaged in or about to carry on or engage in any business or transactions which the Company is authorized to carry on or engage in or any business transaction capable of being conducted so as directly or indirectly to benefit the Company
- (f) To subscribe, underwrite, purchase or otherwise acquire shares or stock in or securities or investments of any nature whatsoever and to subsidise or otherwise assist any such company and with or without guarantee to sell, hold, re-issue or otherwise deal with such shares, investments, stock or securities and any rights or options in respect thereof and to buy and sell foreign exchange
- (g) To build, develop, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, factories, roads, structures or facilities of all kinds and plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid
- (h) To enter into any arrangements with any Government or Authorities supreme, municipal, local or otherwise and to obtain from any such Government or Authority all rights, concessions, authorisations and privileges that may seem conducive to the Company's objects or any of them
- (i) To obtain the grant of, purchase or otherwise acquire any concessions, contracts, licences, grants, trade marks, copyrights or rights of any kind, patents, inventions, privileges, exclusive or otherwise, authorities, monopolies, undertakings or businesses, or any right or option in relation thereto, and to perform and fulfil the terms and conditions thereof, and to carry the same into effect, operate thereunder, develop, grant licences there under, and turn to account, maintain or sell, dispose of, and deal with the same in such manner as the Company may think expedient
- (j) To apply for, promote and obtain any provisional order, Act of Parliament or charter 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 expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- (k) To promote or join in the promotion of any company for the purpose of acquiring all or any of the business, property, assets, rights and liabilities of any company whether or not having objects similar to those of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company

- (l) To enter into any arrangements or contracts with any person, firm or company for carrying on the whole or any part of the business of the Company, and to fix and determine their remuneration, which may be by way of money payment, allotment of shares (either fully or partly paid) or otherwise
- (m) To sell, exchange, lease, grant licences, dispose of, turn to account or otherwise deal with the whole of the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be considered expedient and in particular shares, stock or other securities whether fully or partly paid up
- (n) To pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company.
- (o) To invest the monies of the Company not immediately required for any other purpose of the Company by the purchase of the shares or securities of any company or by the purchase of any interest in land or buildings or in such other manner as shall from time to time be considered expedient
- (p) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company, firm or person and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, firm or Company having objects similar to those of the Company or any of them
- (q) To guarantee or give indemnities or provide security whether by personal obligation or covenant or by mortgaging or charging all or any part of the undertaking, property and assets both present and future and uncalled capital of the Company, or by all or any of such methods, the performance of any contracts or obligations of any person, firm or company whatsoever.
- (r) To advance, lend or deposit money or give credit to or with any company, firm or person on such terms as may be thought fit and with or without security
- (s) To draw, make, accept, endorse, discount, execute and issue, and to buy, sell and deal with bills of exchange, promissory notes, debentures, bills of lading, warrants and other negotiable or transferable instruments or securities
- (t) To raise or borrow and to secure or discharge any debt or obligation of the Company, and to receive money on deposit or loan in a such manner and

on such terms as may seem expedient and in such manner as may be thought fit and in particular by mortgages and charges and the issue of debentures or debenture stock or other securities of any description upon all or any part of the undertaking, property, assets and rights of the Company both present and future including any uncalled capital of the Company

- (u) To establish and maintain or contribute to any scheme for the acquisition by trustees of shares in the Company or its holding company to be held by or for the benefit of employees (including any Director holding a salaried employment or office) of the Company or (so far as for the time being permitted by law) any of the Company's subsidiaries and to lend money (so far as aforesaid) to any such employees to enable them to acquire shares of the Company or its holding company and to formulate and carry into effect any scheme for sharing profits with any such employees
- (v) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or super-annuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or any such holding company or otherwise is allied to or associated with the Company, or who are or were at any time directors or officers of the Company or of any such other company, and the wives, widows, families and dependants of any such persons, to establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company and make payments to or towards the insurance of any such person and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid
- (w) To purchase and maintain insurance for or for the benefit of any person or persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other company which is its holding company, or any company which is associated with the Company, or of any subsidiary undertaking of the Company or trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund and to such extent as may be permitted by law to indemnify or to exempt any such person against or from any such liability, for the purposes of this clause "holding

company” and “subsidiary undertaking” shall have the same meanings as in the Companies Act 1985 as amended by the Companies Act 1989

- (x) To distribute among the members of the Company in specie or otherwise any property or assets of the Company subject to any consent required by law
- (y) To procure the registration, recognition or incorporation of the Company in or under the laws of any territory outside England
- (z) To issue any securities which the Company has power to issue for any other purpose by way of security or indemnity or in satisfaction of any liability undertaken or agreed to be undertaken by the Company.
- (aa) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through subsidiary companies, agents, sub-contractors or trustees or otherwise, and either alone or in conjunction with others
- (bb) To do all such other things as may be considered to be incidental or conducive to any of the above objects

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects and shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or the order in which the same occur or by the name of the Company.

4 The liability of the Members is limited

5 ‡ The Company's share capital is £1000 00 and US\$500,000 divided into 1000 shares of £1 00 each and 5,000 Ordinary shares of US\$100 00 each

‡ By Ordinary Resolution passed on 27 September 2007 the share capital of the Company was increased from £1,000 to £1,000 and US\$500,000 by the creation of 5,000 Ordinary shares of US\$100 each to rank pari passu with the existing Ordinary shares in the capital of the Company

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum and we agree to take the number of shares shown opposite our respective names

Names and Addresses of the Subscribers	Number of ordinary shares taken by each Subscriber
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Hany Salem Hirtenweg 8 82031 Gruenwald Germany	100 (one hundred) Ordinary shares
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Date 21 2 2006

Witness of the Signature above

Dr Katharina Rist
9 Brightfield Road
London SE12 8QE

The Companies Acts 1985 and 1989
PRIVATE COMPANY LIMITED BY SHARES
Articles of Association
of
PRIME ART FINANCE LIMITED

PRELIMINARY

- 1 The Company is a private Company and accordingly no shares, debentures or other securities of the Company may be offered to the public
- 2 The Regulations contained in Table A in the companies (Tables A to F) Regulations 1985 shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or Articles of Association.
- 3 In these Articles the expression 'the Act' means the companies Act 1985 as amended by the Companies Act 1989
- 4 Regulations 3, 8, 24, 41, 46, 48, 64, 67, 73 to 77 inclusive and 94 to 97 inclusive of Table A shall not apply to the Company

SHARES

- 5
- (a) Subject to Article 5 below all un-issued shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the directors and for the purposes of Section 80 of the Act the directors are unconditionally authorised to exercise the power of the Company to allot shares grant options over or otherwise dispose of the same to such persons and on such terms as they think fit at any time or times during the period of five years from the date of incorporation and the directors may after that period allot any shares or grant any such rights under this authority in pursuance of an offer or agreement made by the Company within that period
- (b) The authority given above may be renewed revoked or varied by ordinary resolution of the Company in general meeting
- 6 In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company

ISSUE OF SHARES TO BEARER

- 7
- (a) Subject to any restrictions for the time being imposed by law, the directors on behalf of the Company shall have the power of issuing share warrants to bearer in respect of fully paid shares stating that the bearer is entitled to the shares specified

in the warrants as conferred by Section 188 of the Act and may determine and from time to time vary,

- (i) The conditions on which share warrants to bearer may be issued and replaced, provided that no fresh warrant shall be issued except on proof to the satisfaction of the directors that the original warrant has been destroyed,
 - (ii) The number of days before a meeting of the Company and the place at which a bearer of a share warrant shall be required to deposit his warrant in order that he might be entitled to attend and vote at meetings of the Company or of any class of its members pursuant to article 7 (i) below,
 - (iii) The number of days before the signing of a requisition for calling any general meeting and the place at which a bearer of a share warrant shall be required to deposit his warrant in order that he be entitled to sign a requisition or aid in the calling of a general meeting of the Company pursuant to article 7(j) below,
 - (iv) The conditions on which a share warrant may be surrendered and the name of the bearer entered in the register in respect of the shares specified in the warrant, and
 - (v) The method by which a notice shall be brought to the attention of a bearer of a share warrant where the address of the person is unknown and article 111 of Table A shall not apply in such circumstances
- (b) The bearer of a share warrant shall be subject to the conditions relating to share warrants for the time being in force, whether made before or after its issue, but subject to those conditions and to the provisions of the Act the bearer of a share warrant shall be deemed to be a holder of the shares specified in it for all the purposes of these Articles
 - (c) The directors shall secure that, on the issue or surrender of a share warrant, the Company complies with the provisions of Section 355 of the Act with respect to the making and deletion of entries in the register of members
 - (d) In default of a method being determined pursuant to article 7 (a) v above, the notice shall be placed in the Times newspaper.

CONDITIONS FOR ISSUE OF SHARE WARRANTS TO BEARER

- (e) Every warrant shall be signed autographically by two directors or by one director and the secretary
- (f) The directors shall determine the number of shares represented by each warrant, and its form and contents. The distinctive numbers (if any) of the shares it represents shall be specified in the warrant.
- (g) The shares comprised in a warrant shall be transferred by the delivery of the warrant, and the provisions of these Articles as to the transfer and transmission of shares shall not apply to that transfer

- (h) The bearer for the time being of a warrant shall, subject to these Articles, be deemed to be a member of the Company in respect of the shares represented by the warrant save as mentioned below
- (i) No person shall, as the bearer of a warrant, be entitled to attend, speak or vote at any general meeting of the company or at any meeting of the holders of a class of its members unless he has deposited his warrant, together with a statement in writing of his name and address, at a particular place at least a number of days before attending such meeting, such place and number of days to be determined by the directors pursuant to article 6 (a) (ii) above and unless the warrant shall remain so deposited until after the general meeting, or any adjournment, shall have been held. The Company shall deliver to the person so depositing a warrant, a certificate stating his name and address and the number of shares represented by such warrant and the certificate shall entitle him to attend and vote at a meeting in respect of the shares specified therein in the same way as if he were a registered member. Upon delivery up of such certificate to the Company the warrant in respect whereof it shall have been given shall be returned
- (j) No person shall, as the bearer of a warrant be entitled to sign any requisition for or aid in calling any general meeting unless before the requisition is left at the office he shall have deposited his warrant at the registered office, or such other place as the directors appoint, together with a statement in writing of his name and address and unless the warrant shall remain so deposited until after the general meeting, or any adjournment, shall have been held
- (k) Notwithstanding anything herein contained or implied, the provisions of Article 5 shall not apply to any bearer of a share warrant unless he has deposited his warrant together with a statement of his name and address at a particular place at least a number of days after the date of the notice of the offer and the share warrant shall remain so deposited until after the shares in question shall have been issued to such bearer or he shall have declined to take up such shares whichever shall be the later
- (l) A bearer of a share warrant shall not for the purposes of Section 125 of the Act be treated as the holder of any share or any class unless he shall prior to any separate general meeting of the holders of a class of shares or prior to a consent in writing have deposited the share warrant and stated his name and address in writing pursuant to paragraphs 7 (i) and 7 (j) above
- (m) Coupons payable to bearer, in such language and form, payable at such places and within such period after advertisement as the directors shall determine, and providing for the payment of dividends on the shares represented by the warrants, may be attached to and issued from time to time in respect of warrants. Every coupon shall be distinguished by the serial number of the warrant to which it belongs, and by a number indicating its place in the series of coupons attributable to the warrant.
- (n) When any dividend is declared to be payable on the shares represented by a warrant, the directors shall advertise the declaration

- (o) The Company, notwithstanding any notice or knowledge it may have, shall not be bound by or (save as required by law or ordered by a court of competent jurisdiction) recognise any legal or equitable right or interest in respect of any shares comprised in a warrant except the right of the bearer to the shares specified in the warrant, and of the bearer of any advertised coupon to the payment of the dividend to which it relates
 - (p) No warrant shall be issued save on a request in writing signed by the registered holder of the shares in respect of which it is to be issued and delivered to the Company's registered office
 - (q) A member requesting the issue of a warrant shall at the time of his application pay to the Company the stamp duty (if any) payable on the warrant and also such fee, not exceeding £10 00 for each warrant, as shall from time to time be fixed by the directors
 - (r) If the bearer of a warrant delivers it up to the Company for cancellation and pays the stamp duty payable on the issue of a new warrant, and such fee not exceeding £10 00 as shall from time to time be fixed by the directors, they may if they think fit issue to him one or more warrants to bearer for shares specified in the warrant delivered up, but the directors shall not issue any new warrant for any share for which a warrant has been previously issued unless that warrant together with all unadvertised coupons included in respect of it shall have been delivered up for cancellation, except subject to such guarantee or indemnity as the directors may require
 - (s) If the bearer of a warrant surrenders it to be cancelled, and lodges with it at the Company's registered office a declaration requesting registration as a member in respect of the shares specified in the warrant, and stating his name and address, and pays the registration fee fixed from time to time by the directors, he shall be entitled to have his name registered as a member of the Company in respect of the shares specified in the surrendered warrant, but if the directors shall have received notice of any claim by any other person in respect of the warrant, they may refuse the person surrendering it
- 8 For the avoidance of doubt, a person who holds a share warrant to bearer and who has not deposited the share warrant and stated his name and address pursuant to Article 7 may transfer his warrant by delivery
- 9 Subject to the provisions of the Act and without prejudice to Article 4(a) any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms and in such manner as may be provided by the Articles or as the Company may by Resolution to determine Regulation 3 of Table A shall not apply
- 10 Subject to the provisions of Section 162 of the Act the Company may with the sanction of an Ordinary Resolution purchase its own shares (including any redeemable shares) on such terms as the Directors may think fit and make a payment in respect of the redemption or purchase of such shares otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of

Shares and subject to the provisions of Section 173 to 175 of the Act Regulation 35 shall be modified accordingly

- 11 The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any person for all moneys presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders, but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article The Company's lien, if any, on a share shall extend to all dividends payable thereon

GENERAL MEETINGS

12

- (a) In every notice convening a general meeting of the Company there shall appear a statement that a member entitled to attend and vote is entitled to appoint a proxy and the proxy need not be a member of the Company and Regulation 38 of Table A shall be modified accordingly
- (b) Proxies may be deposited at the Registered Office of the Company at any time before the time of the meeting for which they are to be used unless otherwise specified in the notice convening such Meeting The Directors may at their discretion treat a facsimile transmission or other machine made copy of an instrument appointing a proxy as a proxy for the purposes of this Article Regulation 62 of Table A shall be modified accordingly
- 13 A Resolution in writing signed or approved by letter, telex, facsimile transmission or cable by all members of the Company, who would have been entitled to vote upon it if it had been duly proposed at a General Meeting or at a meeting of any class of members of the Company, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting or at such a class meeting of the Company (as the case may be) duly convened and held Any such Resolution may consist of several documents in the like form each signed by one or more of the members or their attorneys (or, in the case of a member which is a body corporate, by a director thereof or by a duly appointed representative) Regulation 53 of Table A shall not apply to the Company
- 14 All or any of the members of the board or any members of the Company may participate in a meeting of the board or the Company by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly Such a meeting shall be deemed to take place where the largest of the group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is

15

- (a) If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this paragraph shall not apply to resolutions passed pursuant to ss303 and 391 of the Companies Act 1985
- (b) Any decision taken by a sole member pursuant to paragraph (a) above shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book

DIRECTORS

16

- (I) The number of Directors shall be determined by the Company in General Meeting, but unless and until so fixed the minimum number of Directors shall be one and there shall be no maximum number Regulation 64 shall be modified accordingly
- (II) A Director shall not require any share qualification, but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate meeting of the holders of any class of shares of the Company
- (III) Any person may be appointed or elected as a Director irrespective of whether or not he has attained the age of seventy years or any other age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age
- (IV) In the event of the minimum number of Directors fixed by or pursuant of these Articles or Table A, being one, a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally
- (V) The Directors may, by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

17 ALTERNATE DIRECTORS

- (I) Each Director shall have the power to nominate any other Director or any person approved for that purpose by resolution of the Board and willing to so act as alternate Director in his place during his absence, and discretion to revoke such nomination, and on such appointment being made, each alternate Director whilst so acting shall be entitled to exercise or discharge all the functions, powers and duties and undertake all the liabilities and obligations of the Director he represents but shall not be entitled to receive any remuneration from the Company An alternate Director shall have one vote for each Director he represents, in addition to his own vote if he is a Director, but shall not be counted more than once in the

quorum. A nomination as an alternate Director shall ipso Facto be revoked if the appointer ceases for any reason to be a Director

- (II) Notice of all Board Meetings shall be sent to every alternative Director as if he were a Director of the Company or until revocation of his appointment save that it all not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.
- (III) The appointment of an alternate Director shall be revoked and the alternate Director shall cease to hold office whenever the Director who appointed such alternate Director shall give notice in writing to the Secretary of the Company that he revokes such appointment Regulations 65 to 68 shall not apply
- (IV) Without prejudice to Article 13(i) and save as otherwise provided in the Articles, an alternate Director be deemed for all purposes to be a Director and all alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit Questions arising at any meeting shall be decided by a majority of votes A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors and except where there is a sole director, the quorum necessary for the transaction of business shall be two

MEETINGS OF DIRECTORS

- 18 Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit Questions arising at any meeting shall be decided by a majority of votes A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors and except where there is a sole director, the quorum necessary for the transaction of business shall be two
- 19 The Directors shall cause minutes to be made in books provided for the purpose
 - (a) Of names of the Directors present at each Meeting of the Directors and any Meeting of any Committee of the Directors
 - (b) Of all resolutions and proceedings at all meetings of the Company and of the Directors and of any Committee of the Directors.
 - (c) Of all appointments of officers made by Directors
 - (d) Of all documents sealed with the Common Seal of the Company or otherwise executed in accordance with the Act.
- 20
 - (a) The Directors shall provide for the safe custody of the Seal, which shall not be used without the authority of the Directors or of a committee authorised by Directors Every instrument to which the Seal shall be affixed need to be signed by one Director and the Secretary or by two Directors

- (b) Where the Act so permits, any instrument signed by one Director and the Secretary or by two Directors and expressed to be executed by the Company shall have the same effect as if executed under the Seal, provided that no instrument shall be signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of the Directors or of a committee authorised by the Directors Regulation 101 shall not apply
- 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 a create mortgages, charges, memoranda of deposits, debentures, debenture stock and other securities whether outright or as security for any debts, liability or obligation of the-Company or any third party
- 22 Director may, notwithstanding his interest, vote in respect of any contract or arrangement with the Company in which he is interested, directly or indirectly, and be taken into account for the purposes of a quorum at a meeting at which such contract or arrangement is considered, and retain for his own absolute use and benefit all profits and advantages accruing to him there from Regulations 94 and 95 shall not apply The Directors shall not be subject to retirement by rotation and references thereto in Regulations 73 to 80 shall be disregarded
- 23 The Directors on behalf of the Company may exercise the powers of the Company conferred the Memorandum of Association of the Company and Regulation 87 of Table A to provide benefit with regards to gratuities, pensions and insurances for any Director or member of his family
- 24 Without prejudice to the provisions of Regulation 87 and Article 23 the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other company which is its holding company or any other company in accordance with the powers in that behalf contained in Clause 23 of the Memorandum of Association of the Company

DISQUALIFICATION OF DIRECTORS

- 25 The office of Director shall be vacated if the Director
- (I) Ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director.
- (II) Becomes bankrupt or makes any arrangement or composition with his creditors generally.
- (III) Becomes of unsound mind and either
- (a) Admitted to hospital in pursuance of an application for admission for treatment under- the-Mental Health Act 1983 or in Scotland an application or admission under the Mental Health (Scotland) Act 1960, or
- (b) An Order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for

detention or for the appointment of a receiver curator bonus or other person to exercise powers with respect to property or affairs

- (IV) Resigns his office by notice in writing to the Company
 - (V) Is absent from Directors Meeting for six calendar months without reasonable excuse and without the consent of the other Directors and they resolve that he vacate office Regulation 81 shall be modified accordingly
- 26 Subject to the provisions of the Act, every Director or other Officer or Auditor of the Company for the time being shall be entitled to be indemnified by the Company out of its own funds against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of his duties or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in favour or in which he is acquitted, or in connection with any application under any statute in which relief is granted to him by the Court, and no Director or other Officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto, but this article shall only have effect insofar as its provisions are not avoided by section 310 (as amended) of the Act

Names and Addresses of the Subscribers	Number of ordinary shares taken by each Subscriber
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Hany Salem
Hirtenweg 8
82031 Gruenwald
Germany

100 (one hundred) Ordinary shares

Date 21 2 2006

Witness of the Signature above

Dr Katharina Rist
9 Brightfield Road
London SE12 8QE