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THE COMPANIES (NORTHERN IRELAND) ORDER 1986

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

- of -

PHARMACEUTICAL DEVELOPMENT & MANUFACTURING SERVICES LIMITED*
(Formerly L&B (No. 36) LIMITED)

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as at 8th December 2003

THIS IS TO CERTIFY that this is a true copy of the updated Memorandum and Articles of Association of the Company.

DATED this 8 day of December 2003

Director/~~Secretary~~

COUNTER RECEIVED

L'ESTRANGE
BRETT

SOLICITORS

* Company name was changed from L&B (No 36) Limited to Pharmaceutical Development & Manufacturing Services Limited by Written Resolution dated 19th September 2003.

THE COMPANIES (NORTHERN IRELAND) ORDER 1986

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

PHARMACEUTICAL DEVELOPMENT & MANUFACTURING SERVICES LIMITED*
(Formerly L&B (No. 36) LIMITED)

1. The Company's name is "**Pharmaceutical Development & Manufacturing Services Limited**"*.

2. The Company's Registered Office is to be situated in Northern Ireland.

3. The Company's objects are:-

   **(a) To carry on all or any of the businesses of chemists, manufacturing chemists, wholesale chemists, dispensing chemists, pharmaceutical chemists, druggists, drug merchants, growers of medicinal herbs, importers, exporters, manufacturers and refiners of, and wholesale and retail dealers in all description of medicines, medicinal and chemical preparations, artificial compounds (whether of animal, vegetable or mineral origin), drugs, chemicals, acids, salts, alkalis, antibiotics, ointments, extracts, powders, pigments, resins and synthetic and man-made materials, pharmaceutical, medicinal, bacteriological, chemical, industrial, scientific, sanitary, medical, surgical, veterinary, horticultural, agricultural, domestic, nursery and toilet appliances, instruments, apparatus, equipment, preparations, material and things (whether analogous to any of the above enumerated or not) and all apparatus, materials, ingredients, substances and things of any description which can be used in connection with any of the above businesses or any operations connected therewith;

   (b) To carry on the business of dealers in and manufacturers and processors of natural materials and substances (whether animal, vegetable or mineral), man-made materials, substances and artefacts, and machinery, equipment, devices, articles, property and commodities of every nature and kind;

   (c) To acquire and assume for any estate or interest and to take options over, construct and develop any property, real or personal, and rights of any kind, and the whole or any part of the undertaking, assets and liabilities of any person, firm or body corporate, and the stocks, shares and securities of any body corporate, and to act and carry on business as a holding company, management company and investment company;

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* Company name was changed from L&B (No 36) Limited to Pharmaceutical Development & Manufacturing Services Limited by Written Resolution dated 19th September 2003.
** Object Clause 3(a) was inserted pursuant to a Written Resolution dated 19th September 2003.

(d) To acquire and exploit lands, mines and mineral rights, and to acquire, explore for and exploit any natural resources and to carry on any business involving the ownership or possession of land or other immovable property or buildings or structures thereon and to construct, erect, install, enlarge, alter and maintain buildings, plant and machinery, and to carry on business as builders, contractors and engineers;

(e) To manufacture, buy, sell, alter, repair, improve, let on hire, or on hire purchase, exchange and otherwise deal in all kinds of plant, machinery, apparatus, fittings, appliances, utensils, tools, material, articles and things used or capable of being used in connection with any of the foregoing businesses;

(f) To turn to advantage, develop, exploit and operate new inventions, discoveries, processes, formulae, substances, and devices of every nature and kind;

(g) To establish, maintain and operate shipping, air transport, and road and rail transport services; to own, work, charter, hire, build, construct, manufacture, repair, manage, deal in, and trade with ships, vessels, aircraft, hovercraft, propulsion units, vehicles, tanks, and containers of every description, and machinery, materials and commodities of every kind used or capable of being used in connection therewith;

(h) To act as agents or brokers or trustees, and to carry on the business of commercial agents, and to purchase, sell and deal in goods, materials, property, commodities, articles and services of every kind whether or not of a kind required for the purpose of any other business which the Company is authorised to carry on;

(i) To acquire, construct, maintain, alter and dispose of all such buildings, erections, structures and works as may seem advantageous in connection with the foregoing purposes or any of them;

(j) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any company, firm, body or person whether or not carrying on, or proposing to carry on, any business within the objects of the Company;

(k) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with or in addition to the above, or which it may be advisable to undertake with a view to developing, rendering valuable or turning to account any property, real or personal, belonging to the Company, or in which the Company may be interested;

(l) To acquire by purchase, lease, exchange, hire, or otherwise lands and property of any tenure, or any interest in the same, in Northern Ireland or in any other part of the world; and to purchase or otherwise acquire for any estate or interest any property or assets or any concessions, licences, grants, patents, trade marks or other exclusive or non-exclusive rights of any kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient;

(m) To sell, lease, grant in fee farm, grant licences, easements and other rights over, and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for stocks, shares or securities in any other company whether fully or partly paid up;

(n) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit, and in particular by mortgages and charges on the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock, loan stock or other securities of any description;

(o) To lend money with or without security, and to subsidise, assist, guarantee and secure by mortgage, charge or otherwise, the payment of money by or the performance and discharge of any contract, engagement, obligation or liability of any company, firm, body or person;

(p) To make, draw, accept, endorse, discount, negotiate, execute and issue, and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants and other instruments negotiable or transferable or otherwise; and to subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stocks, securities, options and rights offered, issued or created by any government, authority, company, firm, body or person; and to buy and sell foreign exchange;

(q) To promote or concur in the promotion of any company, whether in Great Britain, Northern Ireland, or abroad the promotion of which shall be considered desirable;

(r) To carry on any business or branch of a business which the Company is authorised to carry on by means, or through the agency of, any subsidiary company or companies, and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time, and either temporarily or permanently, to close any such branch or business;

(s) To acquire and undertake and carry on, on any terms and subject to any conditions, the whole or any part of the business, property and liabilities of any company, firm, body or person, and to sell, dispose of or close, abandon and give up, in whole or in part, any such business so acquired or undertaken or any other works or businesses at any time acquired by the Company;

(t) To take part in the management, supervision and control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, trustees, accountants or other experts or agents; and to undertake and transact all kinds of trust and agency business;

(u) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company, that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority or company any charters, licences, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same;

(v) To grant pensions, gratuities, annuities, superannuation or other allowances or benefits to any persons (including directors, former directors and other officers) who may be or have been in the employment or service in any capacity of the Company or of any subsidiary company of the Company or of any subsidiary company of any such subsidiary company or of the predecessors in business of the Company or of any such subsidiary or such sub-subsidiary company or the relations, connections or dependants of any such persons; to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members; and to establish and contribute to any scheme for the purchase by trustees of shares of the Company to be held for the benefit of the Company's employees and officers (including directors) and to lend money to the Company's employees and officers (including directors) to enable them to purchase shares of the Company; and to contribute to any public, general or useful object;

(w) To insure any Directors, officers, employees or auditors of the Company, or of any holding company or subsidiary of the Company, or the trustees of any pension fund for present or former employees of the Company or of any holding or subsidiary of the Company against such liabilities as may be thought fit, including (without prejudice to the generality of the foregoing) insurance against any liability incurred in relation to the exercise of their duties, powers or offices in connection with the company or any holding or subsidiary company of the Company or pension fund, and, so far as from time to time permitted by law, to indemnify any such person against any such liability.

(x) To distribute among the members of the Company in specie any property of the Company;

(y) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company;

(z) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, sub-agents, contractors, sub-contractors, or otherwise, and either alone or in conjunction with others;

(aa) To do all such other things as may be considered incidental or conducive to the attainment of the above objects or any of them.

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 of the

Company and shall not be in anywise limited by reference to any other paragraph or the order in which the same occur or the name of the Company.

4. The liability of the members is limited.

***5. The Company's share capital is £50,000,000 divided into 50,000,000 Ordinary Shares of £l each.

****6. The Company has the power from time to time to increase or reduce its capital and to consolidate or sub-divide the shares into shares of larger or smaller denominations. Any new shares from time to time to be created may from time to time be issued with any such rights of preference, whether in respect of dividend or repayment of capital or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued, or with such deferred rights as compared with any other shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right, or without any right of voting, and generally on such terms as the Company may from time to time determine.

*** The Share Capital was increased from £100 divided into 100 Ordinary Shares of £1 each to £50,000,000 divided into 50,000,000 Ordinary Shares of £1 each by Written Resolution dated 19th September 2003.

**** Inserted by Written Resolution dated 19th September 2003.

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 subscribers	Number of Shares taken by each Subscriber
Kelli McLaughlin Arnott House 12/16 Bridge Street Belfast BT1 1LS	1
Anne-Marie Auld Arnott House 12/16 Bridge Street Belfast BT1 1LS	1
Total Shares taken	2

DATED the 19th day of December 2002.

WITNESS to the above signatures:-

Angela Neville
Arnott House
12/16 Bridge Street
Belfast
BT1 1LS

THE COMPANIES (NORTHERN IRELAND) ORDER 1986

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

PHARMACEUTICAL DEVELOPMENT & MANUFACTURING SERVICES LIMITED

(formerly L&B (No 36) Limited)*

PRELIMINARY

1. Save as hereinafter excluded or modified the Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations (Northern Ireland), 1986 (hereinafter referred to as "**Table A**") shall pursuant to Article 19 (1) of the Companies (Northern Ireland) Order 1986 (hereinafter called "**the Order**") constitute the regulations of the Company.

"**Employee Benefit Trust**" shall mean such trust or trusts as may be established at the relevant time for the benefit of the employees of the Company and as is notified to the Company from time to time.

"**Change of Control**" means in relation to any company the happening of any event or series of events whereby any person or persons (including any firm or corporation) acting solely or jointly shall cease to exercise control over the affairs of that company by ceasing to have either possession of shares in that company carrying more than 50% of the voting rights attaching to all of the issued shares in the capital of that company or the right to appoint and remove the majority of the directors of that company.

"**Promoter**" means Allen McClay.

"**Promoter's Shares**" means all shares in the capital of the Company held or beneficially owned by the Promoter.

SHARE CAPITAL AND VARIATION OF RIGHTS

2. The share capital of the Company is £50,000,000 divided into 50,000,000 ordinary shares of £1 each.

* The name of the Company was changed from L&B (No 36) Limited to Pharmaceutical Development & Manufacturing Services Limited by Written Resolution dated 19th September 2003.

TRANSFER OF SHARES

3. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 of Table A shall be modified accordingly.

PRE-EMPTION

4. (a) A member (not being the Promoter or his personal representatives) (the "**Transferor**") wishing to dispose of any share or shares (the "**Specified Shares**") in the capital of the Company shall give to the Company notice in writing (the "**Transfer Notice**") specifying the share or shares he wishes to sell. The Transferor shall at the same time deposit with the Company the share certificates relating to the Specified Shares. Subject as hereinafter mentioned a Transfer Notice shall constitute the appointment of the Company as the agent of the Transferor for the sale of each of the Specified Shares (excluding any dividend declared and/or payable after the date of the Transfer Notice) in accordance with the following provisions of this Article 4 at a price fixed by the Auditors.

(b) The Auditors shall determine (at the cost of the Company) the "fair value" of the shares annually within one month of finalising the audited accounts of the Company (such fair value, for the purposes of employee share schemes to be agreed with the Inland Revenue share valuation division) or at the written request of a shareholder at any time (at the cost of that shareholder) and shall furnish the Company with a certificate confirming their determination. The "fair value" determined by the Auditors shall be applicable to the shares until the next determination of the "fair value" of the shares. In determining the "fair value" of the shares the Auditors shall act as experts and not as arbitrators and the Arbitration Act 1996 shall not apply and their determination shall, in the absence of manifest error, be final and binding.

(c) The Company shall furnish a copy of the Auditors' certificate to the Transferor within 10 days of receipt of the Transfer Notice and the Transferor shall be entitled (except where the Transferor is required to transfer the shares in accordance with paragraphs (r) – (t) below) by notice in writing given to the Company within 10 days of the service upon him of the said copy to cancel the Company's authority to sell the Specified Shares.

(d) A Transfer Notice may contain a provision that unless all the Specified Shares comprised therein are sold by the Company pursuant to this Article 4 none shall be so sold and any such provision shall be binding on the Company. Once a Transfer Notice has been given and the Transferor has not exercised his right to withdraw the Transfer Notice following the service of a copy of the Auditors' certificate under paragraph (c) above then the Transfer Notice shall not be revocable without the consent of the Directors.

(e) Provided the Transferor has not cancelled the Company's authority to sell the Specified Shares in accordance with paragraph (c) of this Article, forthwith upon the receipt of a Transfer Notice the Directors shall offer the Specified Shares for sale firstly to the Employee Benefit Trust and invite the Employee Benefit Trust to apply in writing to the Company within 30 days of the date of despatch of the Transfer

Notice (which date shall be specified therein). Any such application shall be irrevocable without the consent of the Directors.

(f) If and to the extent that any of the Specified Shares are not applied for by the Employee Benefit Trust within the time limit specified in paragraph (e) of this Article the Directors shall offer the Specified Shares to any full time Director or employee of the Company as they shall in their absolute discretion nominate and shall invite such full time Director or employee to apply in writing to the Company within 30 days of the date of despatch of the Transfer Notice (which date shall be specified therein) for such maximum number of the Specified Shares as he shall specify in such application. Any such application shall be irrevocable without the consent of the Directors.

(g) If and to the extent that any of the Specified Shares are not applied for by any full time Director or employee of the Company nominated by the Board within the time limit specified in paragraph (f) of this Article, the Directors shall by notice in writing inform each member of the Company of the number of the Specified Shares and of the "fair value" price fixed as aforesaid and invite each such member to apply in writing to the Company within 30 days of the date of dispatch of the notice (which date shall be specified therein) for such maximum number of the Specified Shares as he shall specify in such application. Any such application shall be irrevocable without the consent of the Directors.

(h) If and to the extent that any of the Specified Shares are not applied for by members of the Company within the time limit specified in paragraph (g) of this Article the Directors may invite any person (being an individual, firm or corporation) selected by the Directors as a person whom it is desirable in the interests of the Company to admit to membership, to apply in writing within a period of 30 days from the date of despatch of a notice under this paragraph (which date shall be specified therein) for any of the Specified Shares not so applied for by the members of the Company. Any such application shall be irrevocable without the consent of the Directors.

(i) If the said Employee Benefit Trust shall within the said period of 30 days apply for all or any of the Specified Shares in accordance with paragraph (e) of this Article the Directors shall allocate to it the shares so applied for. Where a Transfer Notice contains a provision that unless all Specified Shares comprised therein are sold none shall be sold, the Directors shall not allocate any of the Specified Shares under the provisions of this paragraph (i) unless all of the Specified Shares shall have been applied for in accordance with paragraphs (e) to (h) and (q).

(j) If the said full time Directors or employees shall within the said period of 30 days apply for such of the Specified Shares as shall be offered to them in accordance with paragraph (f) of this Article the Directors shall allocate to the applicants the Specified Shares or so many of them as shall be applied for. Where a Transfer Notice contains a provision that unless all the Specified Shares comprised therein are sold none shall be sold, the Directors shall not allocate any of the Specified Shares under the provisions of this paragraph (j) unless all of the Specified Shares shall have been applied for in accordance with paragraphs (e) to (h) and (q).

(k) If the said members shall within the said period of 30 days apply for such of the Specified Shares as shall be offered to them in accordance with paragraph (g) the Directors shall allocate the Specified Shares or so many of them as shall be applied for to or amongst the applicants and in the case of competition pro-rata (as nearly as

possible) according to the number of shares in the Company of which they are registered as holders, provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid. Where a Transfer Notice contains a provision that unless all the Specified Shares comprised therein are sold none shall be sold, the Directors shall not allocate any of the Specified Shares under the provisions of this paragraph (k) unless all of the Specified Shares shall have been applied for in accordance with paragraphs (e) to (h) and (q) of this Article.

(l) If a person selected by the Directors as aforesaid shall apply in accordance with paragraph (h) of this Article for such of the Specified Shares as shall be offered to him by the Directors in accordance with paragraph (h) the Directors shall allocate to him the shares so applied for. Where a Transfer Notice contains a provision that unless all the Specified Shares comprised therein are sold none shall be sold, the Directors shall not allocate any of the Specified Shares under the provisions of this paragraph (l) unless all of the Specified Shares shall be been applied for in accordance with paragraphs (e) to (h) and (q).

(m) Forthwith upon any allocation pursuant to the preceding provisions of this Article 4 the Company shall give written notice of such allocations (the "**Allocation Notice**") to the Transferor and the persons to whom the Specified Shares shall have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the sale of the shares so allocated shall be completed.

(n) The Transferor shall be bound to transfer the Specified Shares comprised in the Allocation Notice to the persons named therein (the "**Transferees**") at the time and place therein specified and if he shall fail to do so the Chairman of the Board of Directors of the Company or some other person appointed by the Directors for the purposes shall be deemed to have been appointed attorney of the Transferor with full power to execute complete and deliver in the name and on behalf of the Transferor transfers of the Specified Shares to each Transferee against payment to the Company of the price affixed as aforesaid in respect of each such Share.

(o) Each Transferee on payment of such price to the Company in respect of each of the Specified Shares so transferred to him shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the said transfers duly stamped each Transferee shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of such of the Specified Shares as shall have been transferred to him. The Company shall forthwith pay any such amount received by it hereunder into a separate bank account in the name of the Company and shall hold any such amount in trust for the Transferor (subject, where appropriate, to the Company's right to set-off against the amount received any sums due by the Transferor to the Company).

(p) If any dividend to which the Transferor is entitled pursuant to this Article 4 shall be paid to the Transferee the Transferee shall hold such dividend upon trust for the Transferor and shall pay the amount thereof to the Transferor on completion of the sale of the Specified Shares as specified in the Allocation Notice.

(q) If the Directors do not dispose of all of the shares comprised in any Transfer Notice in accordance with this Article 4 they shall so notify the Transferor forthwith and during the period of 6 months next following the dispatch of such notice the Transferor shall be at liberty to transfer all or any of the Specified Shares which are

not required to be allocated by the Directors in accordance with this Article 4 to any person on a bona fide sale at any price not being less than the price fixed as the "fair value" by the Auditors for the time being of the Company provided always that if the Transferor stipulated in his Transfer Notice that unless all the shares comprised in it were sold pursuant to this Article 4 none should be so sold the Transferor shall not be entitled, save with the written consent of all of the Directors, to sell hereunder only some of the shares comprised in his Transfer Notice.

(r) If any member (not being the Promoter):

(i) shall die;

(ii) does not pay any amount payable by him under these Articles and such amount remains unpaid after the expiry of 30 days following the issue of a notice requiring such payment to be made;

(iii) is subject to the commencement of bankruptcy proceedings in any part of the world;

(iv) makes any voluntary arrangement or composition with his creditors generally;

(v) being a corporate member shall have an administrator appointed or shall enter into receivership or liquidation whether compulsorily or voluntarily (not being a voluntary liquidation for the purpose of and followed by a reconstruction or amalgamation while solvent);

(vi) being a corporate shareholder shall suffer a Change of Control;

(vii) being either a Director or an employee of the Company shall retire, resign, be removed from office or have his employment terminated regardless of reason; or

(viii) commits a material breach of any Article and, if capable of remedy, fails to remedy the same (or establish plans to remedy the same in a manner satisfactory to the Directors) within 20 days of notice to do so being issued;

the Directors may, at any time following the occurrence of any such event, call upon such member or his personal representatives or administrator, administrative receiver, receiver, liquidator or trustee in bankruptcy to give a Transfer Notice in writing to the Company in respect of all shares held by it or him and such member or his personal representatives or administrator, administrative receiver, receiver, liquidator or trustee or bankruptcy as the case may be shall be deemed to be the Transferor for the purposes of this Article 4.

(s) A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall not exercise his right of election under Regulation 30 of Table A, unless and until he has given notice to the Directors of his intention to do so and if within 30 days of such notice the Directors call upon such person to give a Transfer Notice to the Company in respect of the shares to which he is entitled the foregoing provisions of this Article shall have effect in lieu of Regulation 30 of Table A.

(t) If any member (not being the Promoter) or his personal representatives, administrator, administrative receiver, receiver, liquidator or trustee in bankruptcy shall:

(i) refuse to comply with a request from the Directors in accordance with the provisions of this Article 4 that a Transfer Notice be given in respect of all shares held by such member or his personal representatives, administrator, administrative receiver, receiver, liquidator or trustee in bankruptcy within a period of 30 days following receipt of such request; or

(ii) at any time attempts to deal with or dispose of a share or any interest therein or rights attaching thereto otherwise than as permitted by these Articles;

a Transfer Notice in respect of all shares held by such member or by his personal representatives, administrator, administrative receiver, receiver, liquidator or trustee in bankruptcy shall be deemed to have been given in the case of (i), on expiration of the said 30-day period and, in the case of (ii), immediately prior to the attempt to deal with or dispose of the shares otherwise than as permitted by these Articles.

(u) Where a Transfer Notice is given or deemed to have been given in accordance with paragraphs (r) – (t) it shall be irrevocable and may not be cancelled or withdrawn and the Auditors' determination of the "fair value" of the shares shall, in absence of manifest error, be final and binding.

EXCEPTION TO THE PRE-EMPTION PROVISIONS

5. The foregoing provisions of Article 4 shall not apply to or operate to prevent the Promoter during his lifetime or, in the event of his death, the Promoter's personal representatives from transferring or otherwise disposing of the Promoter's Shares or any interest therein in such manner and to such person or persons as they, in their absolute discretion, think fit.

BORROWING POWERS

6. 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 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.

DIRECTORS

7. A director may vote as director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be counted in a quorum when any such contract or arrangement is under consideration, so however, that this Regulation shall have effect only if the director has first disclosed his interest and Regulations 94 and 95 of Table A shall be modified accordingly. This Article shall have effect subject to the provisions of Part XI of the Order.

8. The directors may establish or arrange any contributory or non-contributory pension or superannuation scheme for the benefit of, or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any

subsidiary of the Company, or to any person who is, or has been a director or other officer of the Company or any such subsidiary, and the widow, family or dependants of any such person. The directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any such subsidiary, or any such person as aforesaid, and make payments for or towards any hospital or scholastic expenses or any insurance of any such person. Provided that any director shall be entitled to retain any benefit to him hereunder, subject only, where the Order requires, to proper disclosure to the members and the approval of the Company in General Meeting; and Regulation 87 of Table A shall not apply to the Company.

NOTICES

9. In Regulations 88, 112 and 116 of Table A, references to "the British Isles" shall be substituted for references to "the United Kingdom" wherever the same appear; and for the purposes of this Article the expression "the British Isles" shall include the Channel Islands and the Isle of Man as well as the United Kingdom and the Republic of Ireland.

10. Any notice to be given to any person pursuant to these Articles may, in the case of any director or member who has furnished to the Company for that purpose the appropriate number, be sent by telex or by facsimile transmission; and Regulation 112 of Table A shall be modified accordingly.

INDEMNITY

11. The Directors shall have power to insure any Directors, officers, employees or auditors of the Company, or of any holding company or subsidiary of the Company, or the trustees of any pension fund for present or former employees of the Company or of any holding or subsidiary of the Company against such liabilities as may be thought fit, including (without prejudice to the generality of the foregoing) insurance against any liability incurred in relation to the exercise of their duties, powers or offices in connection with the company or any holding or subsidiary company of the Company or pension fund, and, so far as from time to time permitted by law, to indemnify any such person against any such liability.

Names, and addresses of Subscribers	Number of Shares taken by each Subscriber
Kelli McLaughlin Arnott House 12/16 Bridge Street Belfast BT1 1LS	1
Anne-Marie Auld Arnott House 12/16 Bridge Street Belfast BT1 1LS	1
Total Shares taken	2

DATED the 19th day of December 2002.

WITNESS to the above signatures:-

Angela Neville
Arnott House
12/16 Bridge Street
Belfast
BT1 1LS