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**CERTIFICATE OF REGISTRATION
OF A LIMITED PARTNERSHIP**

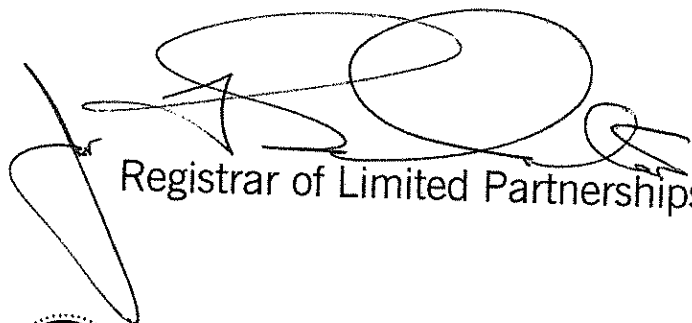
Partnership No. 5797

I hereby certify that the firm

MORE K AND CO INVESTMENT SP

having lodged a statement of particulars pursuant to section 8 of the Limited Partnerships Act, 1907, is this day registered as a limited partnership.

Given at Companies House, Edinburgh, the 28th June 2006


Registrar of Limited Partnerships



C O M P A N I E S H O U S E

(Registration fee £2)

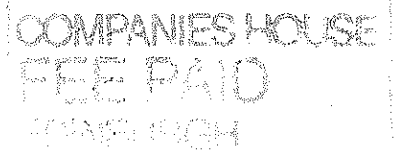
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5797

LIMITED PARTNERSHIPS ACT 1907

Application for Registration of a Limited Partnership and Statement of particulars and of the amounts contributed
(in cash or otherwise) by the Limited Partners

(Pursuant to Section 8 of the Limited Partnerships Act 1907)



Name of firm or partnership More K and Co Investment SP

We, the undersigned, being the partners of the above-named firm, hereby apply for registration as a limited partnership and for that purpose supply the following particulars:

The general nature of the business

Management of investments and other ancillary matters

The principal place of business

Princes Exchange, 1 Earl Grey Street,
Edinburgh, EH3 9EE

The term, if any, for which the partnership is entered into

No specific term

If no definite term, the conditions of existence of the partnership

The partnership will continue until terminated by the general partner and giving 6 months notice or by mutual agreement.

Date of commencement

28/06/06

The partnership is limited and the full name and address of each of the partners are as follows:-

General partners

More K and Co Limited, Princes Exchange, 1 Earl Grey Street, Edinburgh

Limited partners

More K and Co International LLC, 1209 Orange Street,
Wilmington, Delaware, USA

Amounts Contributed (i)

US\$990

TOTAL

US\$990

Signatures of all the partners

Authorised Signatories of Barclaytrust (Suisse) S.A
For and on behalf of More K and Co International LLC
Date 19th June 2006

John Morris and Gilbert Kellerhals
for and on behalf of More K and Co Limited
Date 19th June 2006

Presented by: Turcan Connell

Presenter's reference: EKJFRDF B.3867.18

Notes

- (i) State amount contributed by each limited partner, and whether paid in cash or how otherwise.



LIMITED PARTNERSHIP AGREEMENT

between

MORE K AND CO LIMITED

and

MORE K AND CO INTERNATIONAL LLC

2006

EKJF/RDF B.3867.18

More K and Co Investment SP

LIMITED PARTNERSHIP AGREEMENT

between

MORE K AND CO LIMITED a company incorporated under the Companies Acts in Scotland (Company No SC300326) and having its registered office at 50 Lothian Road, Festival Square, Edinburgh
(hereinafter called "More K")

and

MORE K AND CO INTERNATIONAL LLC a Delaware Limited Liability Company having its Registered Office at 1209 Orange Street, City of Wilmington, County of New Castle, USA (hereinafter called "LLC") and (More K and LLC being collectively hereinafter called "the Partners")

WHEREAS More K and LLC have agreed to enter into partnership as provided in this Agreement;

AND WHEREAS More K shall be the General Partner (and is hereinafter referred to as such) and LLC shall be the Limited Partner (and is hereinafter referred to as such) all for the purposes of the Limited Partnership Act 1907 ("the Act");


AND WHEREAS it is right and proper that the terms of the Limited Partnership should be set forth in writing, NOW THEREFORE it is hereby AGREED as follows:

1. Formation and Business of the Partnership

1.1 The Partnership shall be deemed to have commenced on the last date of execution hereof (hereinafter referred to as the "Commencement Date") and shall, subject to the subsequent provisions hereof, continue from year to year until terminated as provided herein. The Partnership shall forthwith after the Commencement Date be registered by the General Partner in accordance with the Act. The Partners shall at all times comply with the requirements of the Act as applicable.

1.2 The Partnership name shall be "More K and Co Investment SP"

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(Notary Public)

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- 1.3 The purpose of the Partnership shall be to engage in and carry on the investment and management of the assets of the Partnership and all activities ancillary thereto.

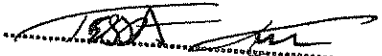
2. **Capital Structure, etc.**

- 2.1 The initial capital of the Partnership shall be ONE THOUSAND US DOLLARS (US\$1,000) which shall be contributed by the Partners in the amounts shown opposite their respective names in the Schedule annexed hereto and which shall be allocated to each Partner in accordance with the Percentage Interest set forth opposite such Partner's name on such Schedule. Each Partner shall contribute its initial capital contribution to the Partnership on or before the Commencement Date.
- 2.2 The General Partner's contribution to the capital of the Partnership shall be in cash and shall be retained on Deposit in a Bank Account in the name of the Partnership. The Limited Partner's contribution to the capital of the Partnership may be in cash or by way of transfer of assets whether heritable or moveable, real or personal. In the event of such contribution being in the form of assets then for the purpose of establishing the capital of the Partnership and the Limited Partner's contribution thereto such assets shall be valued on an open market value basis as soon as immediately practical prior to the Commencement Date.
- 2.3 No Partner shall have the right to demand a return of all or any part of its capital.
- 2.4 The Limited Partner shall not be liable for the debts and obligations of the Partnership beyond any amount of capital contributed by it.

3. **Management and Control of the Partnership**


- 3.1 The business of the Partnership shall be carried on from Levels 4 and 5, Princes Exchange, 1 Earl Grey Street, Edinburgh EH3 9EE and/or such other place or places as the General Partner may decide.

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(Notary Public)

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- 3.2 The business of the Partnership shall be carried on and managed by the General Partner, who shall devote such time and attention to the business of the Partnership as is necessary for the proper and efficient conduct of the business of the Partnership.
- 3.3 Either Partner may carry on or have interests in any business other than the business of the Partnership notwithstanding that the business is of the same nature as the business of the Partnership and neither the Partnership nor any Partner shall have any right to the income or proceeds derived from such other business.
- 3.4 The General Partner shall have full power to do all things it may deem necessary or desirable in the conduct of the business of the Partnership, including, without prejudice to the generality, power to execute on behalf of the Partnership all documents, and power to borrow money in the name of the Partnership and/or grant any security over part or the whole of the assets of the Partnership. The General Partner shall also have power at all times and at the expense of the Partnership to seek and obtain advice and services in connection with the business of the Partnership and to employ and remunerate advisors and other service providers.
- 3.5 The General Partner shall at all times use its best skill and endeavour to promote the business of the Partnership and shall at all times conduct itself in a proper and responsible manner.
- 3.6 All letters and documents in the ordinary course of the business of the Partnership shall be signed by the General Partner. The provisions of Section 4 of the Business Names Act 1985 and any statutory amendment or modification thereof shall be complied with in all respects in relation to the Partnership's stationery and the like.
- 3.7 The Limited Partner may at any time personally or by its agents inspect the books of the Partnership and examine the state and the prospects of the business of the Partnership but shall not take part in the management of the business of the Partnership and shall not have power to bind the Partnership.
- 3.8 Proper books of account shall be kept for the Partnership by the General Partner and an annual audited financial statement, including a statement of profit and loss and balance

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(Notary Public)

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sheet for the Partnership, shall be prepared as at each anniversary of the Commencement Date or on such other date as the General Partner may determine and on the same date annually thereafter. All such books of account, statements of profit and loss and balance sheets, together with an executed copy of this Agreement and a copy of the evidence of registration required under Sub-Clause 1.1, shall at all times be maintained at the principal office of the Partnership and shall be open to inspection, examination and copying by the Partners or their agents at any reasonable time. The General Partner shall prepare and circulate to the Limited Partner quarterly financial statements, including statements of profit and loss and related balance sheets.

3.9 The Bank Accounts of the Partnership shall be kept in the name of the Partnership with the Bank of Scotland, One Castle Terrace, Edinburgh and/or with such other Banks as the General Partner may decide from time to time. Such accounts shall be operated on and all cheques drawn thereon signed by the General Partner.

3.10 Any dispute or difference relating to the construction, meaning or effect of these presents during the subsistence of the Partnership or arising after the dissolution thereof shall be determined by agreement and failing agreement is hereby referred to the arbitration in Scotland of three arbiters, one selected by the General Partner, one selected by the Limited Partner and the third selected by the two arbiters so selected or in default of agreement on the third arbiter by the two arbiters so selected the matter shall be determined by the President for the time being of the Law Society of Scotland on the application of any Partner or former Partner or the Executors or representatives of any former Partner or the Liquidator, Receiver or Administrator of any former Partner and the Partners bind and oblige themselves and their successors, Executors, representatives and Liquidators etc. to implement and fulfil to each other, whatever the said Arbiter shall determine in the premises by written awards or decrees, arbitral, interim, partial or final.

4. Allocation of Profits and Losses, Management Salaries and Drawings

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(Notary Public)

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4.1 The General Partner shall be entitled to a management fee for its services equal to ONE THOUSAND FIVE HUNDRED POUNDS (£1,500) annual. Such management fee shall be chargeable as a working expense of the Partnership in accordance with the Percentage Interest of each Partner before the profits available for division between the Partners under Sub-Clause 4.3 hereof are determined.

4.2 In the event of the profits of the business of the Partnership being less than the Management Fee then it shall be abated accordingly.


4.3 The profits and losses of the Partnership shall be allocated to the Partners as follows:-

- (i) The General Partner - subject to deduction of a proportion of the management fee in terms of Clause 4.1 the General Partner shall receive such interest as may be earned on its Capital Contribution.
- (ii) The Limited Partner - subject to deduction of a proportion of the management fee in terms of Clause 4.1 and such sums as may be due to the General Partner in terms of the immediately preceding clause the Limited Partner shall receive all profits of the Partnership whether of a capital or a revenue nature

4.4 In the event of a loss the Limited Partner shall only be liable for a proportion of such loss and all other debts and obligations of the Partnership up to an amount equal to its Capital Contribution to the Partnership and to the extent that such loss and other debts and obligations exceed the amount of such Capital Contribution such excess shall be borne by the General Partner alone.

4.5 The General Partner shall be entitled to draw each month to account of its management fee such sums as are provided in Sub-Clause 4.1 above.

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4.6 Each Partner's share of the profits of the Partnership shall be distributed to each Partner in such amounts and at such times as the General Partner shall determine.

5. **Taxation**

5.1 The General Partner shall be responsible for timely making all necessary returns of Partnership income to allow the Partners to timely make any tax payments due in respect of Partnership income.

5.2 The Partners shall provide all information reasonably required for the purpose of preparing all necessary taxation returns of the Partnership.

5.3 The General Partner shall furnish all necessary information for inclusion in the taxation returns of the Limited Partner and shall forthwith on request supply copies of the relevant parts of the Partnership's taxation returns to the Limited Partner or its agents.

6. **New Partners**

6.1 Neither the Limited Partner nor the General Partner may introduce a new partner to the Partnership, whether a General or Limited Partner (within the meaning of the said Act).

7. **Assignment of Partnership Interests**

7.1 Neither the Limited Partner nor the General Partner may, directly or indirectly sell, assign, transfer, pledge, mortgage, charge or otherwise dispose of or encumber its interest in the Partnership or any part thereof or any rights appurtenant thereto.


8. **Dissolution of Partnership**

8.1 The General Partner may terminate the Partnership upon giving six (6) months' notice to the Limited Partner.

8.2 If any Partner shall:

(a) commit any grave breach or persistent breaches of terms of this Agreement, or

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(Notary Public)

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- (b) fail to pay any monies owing to the Partnership within ten (10) days after being requested to do so, or
- (c) be guilty of any conduct likely to have a serious adverse effect upon the business,

the other Partner may forthwith dissolve the Partnership by giving written notice to such Partner to that effect within thirty (30) days after the discovery of the event. In that event, the provisions of Sub-Clause 8.4 shall apply.

8.3 The Partnership may be terminated at any time by mutual consent of the General Partner and the Limited Partner.

8.4 In the event of the dissolution of the Partnership, the books of the Partnership shall be brought to a close and the Partnership shall be wound up according to the rules prescribed by Section 44 of the Partnership Act 1890, subject to the qualifications of Section 44(a) of the Act by the second sentence of Sub-Clause 2.1 hereof in the case of the Limited Partner, and the Partnership shall forthwith after such event of dissolution cause a notice of such dissolution to be inserted in the Edinburgh Gazette.

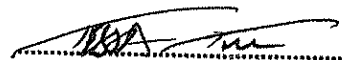
9. Miscellaneous

9.1 This Agreement shall be governed by and construed in accordance with the Law of Scotland.

9.2 Any of the provisions of this Agreement may be modified by agreement in writing between the Partners, but no modification shall be made which would prevent the Partnership from continuing to be a Limited Partnership, nor shall any modification be effective until and unless due notification of such amendment and restatement shall be given by the General Partner to the Registrar of Limited Partnerships in accordance with the Act.

9.3 Any notice to be served hereunder shall be in writing and may be served personally or by Recorded Delivery services and shall be deemed served and effective on the business day on which actually received by the addressee and where receipt is not on a business

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(Notary Public)

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day, the notice shall be deemed effective on the business day next following receipt. Any notice served shall be deemed effective if served on the intended recipient at the relevant address shown in this Agreement or to the last known business or residential address of the intended recipient. Any change of address for notice shall be notified by each party thereto as relevant to the General Partner who shall thereupon notify the other Partner accordingly.

9.4 The parties hereto consent to registration hereof and of all decrees, interim, partial or final to be pronounced hereunder for preservation and execution: IN WITNESS

WHEREOF these presents consisting of this and the seven preceding pages together with the Schedule annexed and executed as relative hereto are executed all at Geneva on Nineteenth June Two Thousand and Six as follows:-

Maria Soldatos Witness

Maria Soldatos
8-10 Rue d'Italie
CH 1204 Geneva
Switzerland

Maria Soldatos Witness

Maria Soldatos
8-10 Rue d'Italie
CH 1204 Geneva
Switzerland

By: [Signature]
John Morris and Jim Parker
as Directors of More K and Co Limited

By: [Signature] [Signature]
Gilbert Kellerhals and Tatiana Vinzia
As authorised signatories of
Barclaytrust (Suisse) S.A
as Member of More K and Co
International LLC

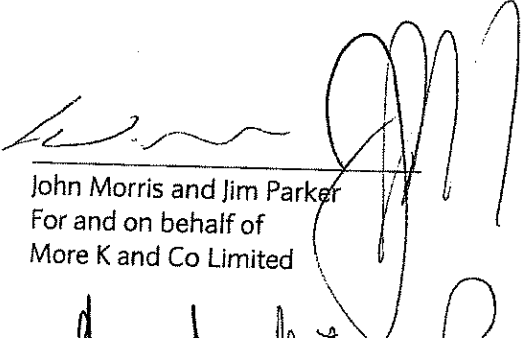
19th June 2006
I Certify that this is a true and complete copy of the original doc:

[Signature]
(Solicitor)
(Notary Public)

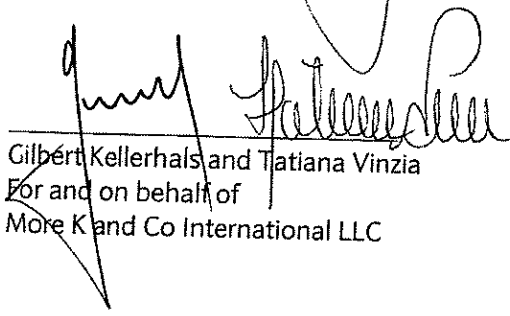
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THIS IS THE SCHEDULE REFERRED TO IN THE
FOREGOING LIMITED PARTNERSHIP AGREEMENT

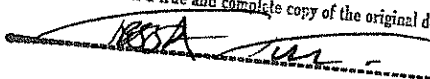
NAME	ADDRESS	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
1. More K and Co Limited (General Partner)	50 Lothian Road, Festival Square, Edinburgh	US\$10	1%
2. More K and Co International LLC (Limited Partner)	1209 Orange Street, City of Wilmington, County of New Castle, USA	US\$990	99%
Total:		US\$1,000	100%


John Morris and Jim Parker
For and on behalf of
More K and Co Limited

19th June 2006
Date


Gilbert Kellerhals and Tatiana Vinzia
For and on behalf of
More K and Co International LLC

19th June 2006
Date

Verify that this is a true and complete copy of the original deed

(Solicitor)
(Notary Public)
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**LIMITED PARTNERSHIP
AGREEMENT**

between

MORE K AND CO LIMITED

and

**MORE K AND CO INTERNATIONAL
LLC**

2006

More K and Co Investment SP

TURCAN CONNELL

SOLICITORS AND ASSET MANAGERS

PRINCES EXCHANGE, 1 EARL GREY STREET, EDINBURGH, EH3 9EE
Telephone 0131 228 8111 Fax 0131 228 8116
DX 723300 Edinburgh 43 LP 1 Edinburgh 14
E-mail enquiries@turcanconnell.com www.turcanconnell.com