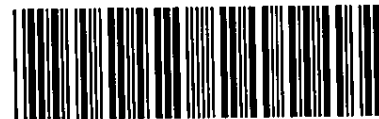


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COMPANIES HOUSE

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
NICHOLAS WYLDE (GOLDSMITH) LIMITED

1 Preliminary

- (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company
- (b) In these Articles the expression "the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

2 Allotment of Shares

- (a) Shares which are comprised in the authorised share capital at the date of the adoption of this Article shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot grant options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit
- (b) All shares which are not comprised in the authorised share capital at the date of the adoption of this Article and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered and limiting a period (not being less than fourteen days) within which the offer if not accepted will be deemed to be declined. After the expiration of that period those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them, such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors who may allot grant options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit, provided that in the case of shares not accepted as aforesaid such shares shall not be disposed of on terms which are more favourable to the subscribers therefore than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act
- (c) 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
- (d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital at the date of the adoption of this Article at any time or times during the period of five years from the date of the adoption of this Article 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 so to do made by the Company within that period. The authority hereby given may at any

time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting

3 Shares

The lien conferred by clause 8 in Table A shall attach also to fully paid up shares 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 indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly

- 4 The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment "

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- (a) The capital of the Company is £415,000 divided into 125,000 Ordinary shares of £1 each, 40,000 Preference Shares of £1 each and 250,000 A Preference Shares of £1 each
- (b) The Preference Shares carry a fixed cumulative Preferential dividend at the rate of 10% (exclusive of the associated tax credit) on the capital for the time being paid upon those shares plus any premium paid on the issue of such shares payable annually on the 1st day of April in each year the first such payment (in proportion) to be made on the 1st day of April 1996. On a winding up or repayment of capital the Preference Shares shall entitle the holders thereof to repayment of the capital paid up on those shares and in addition any premium paid on the issue of such shares (together with a sum equal to any arrears or deficiency of the fixed dividend whether declared or earned or not and as calculated down to the date of the return of the capital) in priority to any payment to the holders of the Ordinary Shares but the Preference Shares shall not entitle the holders to any further or other participation in the profits or assets of the Company nor to receive notice of or attend or vote at any General Meeting unless the business of the meeting includes the consideration of a Resolution directly and adversely affecting any of the special rights attached to the Preference Shares
- (c) The creation of further shares ranking in any respect in priority to or pari passu with the Preference Shares in the present capital shall be deemed to constitute a variation of the special rights attached to the Preference Shares
- (d) The Preference Shares shall be liable to be redeemed in accordance with the following provisions of this Article
- (e) Subject to paragraph (k) of this Article the Company may at any time give not less than three months previous notice in writing (a "redemption notice") to the holders of the Preference Shares of its intention to redeem all or any part of the Preference Shares which have been issued and are fully paid up on a date which shall be specified in the redemption notice such redemption shall be at the par value of each of the Preference Shares redeemed and in addition any premium paid on subscription of each such share

For the avoidance of any doubt on 30th September 2002 the Company shall be bound to redeem all the Preference Shares not previously redeemed

- (f) In the event of the Company determining to redeem a part only of the Preference Shares those to be redeemed shall be a rateable proportion (as nearly as practicable without involving fractions of shares) of each holding of such shares on the redemption date
- (g) On the redemption date the Company shall be entitled and bound to redeem the Preference Shares specified in the redemption notice at par and in addition any premium paid in respect of such shares and to pay the dividend which shall have accrued on them down to the

redemption date against delivery to the Company of the certificate for the shares to be redeemed and shall issue free of charge fresh certificates for any unredeemed shares

If there is more than one holder of Preference Shares any redemption shall be made among such holders pro-rata (as nearly as may be) to their respective holdings

- (h) The Preference Shares to be redeemed shall cease to rank for dividend on the redemption date unless on the certificates for the Preference Shares being tendered to the Company it shall fail to effect such redemption
- (i) Preference Shares shall neither confer nor include any rights of any kind whatsoever to convert such shares into Ordinary Shares or any other class of share in the capital of the Company
- (j) All the provisions of the statutes relating to the redemption of shares and the creation or increase where requisite of a capital redemption reserve shall be duly observed
- (k) Preference Shares may be redeemed in accordance with the foregoing provisions of this Article PROVIDED THAT where the date specified in the redemption notice shall fall prior to the 30th September 2002 then the Company shall only be entitled to issue a redemption notice where the Company is in possession of distributable profits (and any profits previously retained for this purpose) of not less than two times the value of the shares intended to be redeemed For the purposes of this Article this qualifying provision for redemption prior to the 30th September 2002 shall be calculated by reference to the annual audited accounts of the Company In the event of any question arising dispute or disagreement as to the applicability of these provisions or as to the right of the Company to issue a redemption notice based upon its audited accounts then any such matter shall be referred to the Auditors for the time being of the Company whose decision shall be final and binding
- (l) The Preference Shareholders shall have the right to receive notice of and attend and vote at any General Meeting if the dividend payable on the Preference Shares plus any premium paid in respect of any such shares is in arrears for more than sixty days

In the event of the dividend payable on the Preference Shares plus any premium paid in respect of any such shares being in arrears for more than sixty days any Preference Shareholder may give not less than one months previous notice in writing requiring the Company to redeem his shares plus any premium paid in respect of any such shares Such redemption shall be in accordance with paragraph (g) and (j) of this Article and for which purpose the redemption date shall be the date of the expiry of such notice

6 A Preference Shares

- (a) The A Preference Shares carry a fixed cumulative Preferential dividend at the rate of 7% (exclusive of the associated tax credit) on the capital for the time being paid upon those shares plus any premium paid on the issue of such shares payable on the 1st day of June and the 1st day of December in each year the first such payment (in proportion) to be made on the 1st day of December 2010 On a winding up or repayment of capital the A Preference Shares shall entitle the holders thereof to repayment of the capital paid up on those shares and in addition any premium paid on the issue of such shares (together with a sum equal to any arrears or deficiency of the fixed dividend whether declared or earned or not and as calculated down to the date of the return of the capital) in priority to any payment to the holders of the Ordinary Shares but after the repayment of the Preference Shares in accordance with Article 5(b) and the A Preference Shares shall not entitle the holders to any further or other participation in the profits or assets of the Company nor to receive notice of or attend or vote at any General Meeting unless the business of the meeting includes the consideration of a Resolution directly and adversely affecting any of the special rights attached to the A Preference Shares

- (b) The creation of further shares ranking in any respect in priority to or pari passu with the A Preference Shares in the present capital shall be deemed to constitute a variation of the special rights attached to the A Preference Shares
- (c) The A Preference Shares shall be liable to be redeemed in accordance with the following provisions of this Article
- (d) Subject to paragraph (j) of this Article the Company may at any time give not less than three months previous notice in writing (in this Article 6, a "Redemption Notice") to the holders of the A Preference Shares of its intention to redeem all or any part of the A Preference Shares which have been issued and are fully paid up on a date which shall be specified in the Redemption Notice such redemption shall be at the par value of each of the A Preference Shares redeemed and in addition any premium paid on subscription of each such share

For the avoidance of any doubt on 30th April 2015 the Company shall be bound to redeem all the A Preference Shares not previously redeemed

- (e) In the event of the Company determining to redeem a part only of the A Preference Shares those to be redeemed shall be a rateable proportion (as nearly as practicable without involving fractions of shares) of each holding of such shares on the redemption date
- (f) On the redemption date the Company shall be entitled and bound to redeem the A Preference Shares specified in the Redemption Notice at par and in addition any premium paid in respect of such shares and to pay the dividend which shall have accrued on them down to the redemption date against delivery to the Company of the certificate for the shares to be redeemed and shall issue free of charge fresh certificates for any unredeemed shares. On receipt of that amount, each such holder shall surrender to the Company the certificate for the shares that are to be redeemed (or an indemnity in a form reasonably satisfactory to the Directors in respect of any lost share certificate) to be cancelled. If any certificate (or indemnity) so surrendered includes any shares that are not redeemable at that time, the Company shall issue a new share certificate for the balance of the shares not redeemable to the holder

If there is more than one holder of A Preference Shares any redemption shall be made among such holders pro-rata (as nearly as may be) to their respective holdings

- (g) The A Preference Shares to be redeemed shall cease to rank for dividend on the redemption date unless on the certificates for the A Preference Shares being tendered to the Company it shall fail to effect such redemption
- (h) A Preference Shares shall neither confer nor include any rights of any kind whatsoever to convert such shares into Ordinary Shares or any other class of share in the capital of the Company
- (i) All the provisions of the statutes relating to the redemption of shares and the creation or increase where requisite of a capital redemption reserve shall be duly observed
- (j) A Preference Shares may be redeemed in accordance with the foregoing provisions of this Article PROVIDED THAT where the date specified in the redemption notice shall fall prior to 30th April 2015 then the Company shall only be entitled to issue a Redemption Notice where the Company is in possession of distributable profits (and any profits previously retained for this purpose) of not less than two times the value of the shares intended to be redeemed. For the purposes of this Article this qualifying provision for redemption prior to the 30th April 2015 shall be calculated by reference to the annual audited accounts of the Company. In the event of any question arising dispute or disagreement as to the applicability of these provisions or as to the right of the Company to issue a Redemption Notice based upon its audited accounts then

any such matter shall be referred to the Auditors for the time being of the Company whose decision shall be final and binding

- (k) The A Preference Shareholders shall have the right to receive notice of and attend and vote at any General Meeting if the dividend payable on the A Preference Shares plus any premium paid in respect of any such shares is in arrears for more than sixty days

In the event of the dividend payable on the A Preference Shares plus any premium paid in respect of any such shares being in arrears for more than sixty days any A Preference Shareholder may give not less than one months previous notice in writing requiring the Company to redeem his shares plus any premium paid in respect of any such shares. Such redemption shall be in accordance with paragraph (f) and (i) of this Article and for which purpose the redemption date shall be the date of the expiry of such notice

7 General Meetings & Resolutions

- (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and clause 38 of Table A shall be modified accordingly

All business shall be deemed special that is transacted at the Extraordinary General Meeting and also all that is transaction at an Annual General Meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and Auditors and the appointment of and the fixing of the remuneration of the Auditors

- (b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company

8

- (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence
- (b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefore such adjourned General Meeting shall be dissolved
- (c) Clause 41 in Table A shall not apply to the Company

9

Appointment of Directors

- (a) Clause 64 in Table A shall not apply to the Company
- (b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly
- (c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company

- (d) No person shall be appointed a Director at any General Meeting unless either -
 - (i) he is recommended by the Directors, or
 - (ii) not less than fourteen nor more than thirty five days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed
- (e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director
- (f) The Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force

10 Borrowing Powers

The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over 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

11 Alternate Directors

- (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly
- (b) A director, or any such other person as is mentioned in Clause 65 of Table A may act as an alternate Director to represent more than one Director and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

12 Disqualification of Directors

The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly

13 Gratuities and Pensions

- (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company] and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers
- (b) Clause 87 in Table A shall not apply to the Company

14 Proceedings of Directors

(a) A Director may vote at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has directly or indirectly any kind of interest whatsoever and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company

15 Indemnity

(a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act 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 of the Act

(b) Clause 118 in Table A shall not apply to the Company

16 Transfer of Shares

The Directors may in their absolute discretion and without assigning any reason therefore, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company

17 Casting Vote

The Chairman shall not in the event of an equality of votes at any General Meeting of the Company or at any meeting of the Directors or of a Committee of Directors have a second or casting vote. Clause 50 in Table A shall not apply to the Company and Clauses 88 and 72 in Table A shall be modified accordingly