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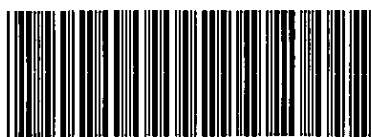
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 6220113

The Registrar of Companies for England and Wales hereby certifies that  
B & L CONSTRUCTION LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 19th April 2007



\*N062201132\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B



Companies House

— for the record —

12

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

Company Name in full

B & L CONSTRUCTION LIMITED

I,

BARRY O'NEILL

of

69 WAVERLEY AVENUE CHINGFORD LONDON E4 8HS

† Please delete as appropriate

do solemnly and sincerely declare that I am a † ~~Solicitor engaged in the formation of the company~~ [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835

Declarant's signature

*[Signature]*

Declared at

88 ALBURY ROAD MERSTHAM REDHILL SURREY RH1 3LL

Day Month Year

On

01 04 2007

① Please print name

before me ①

ROBIN HOWARD

Signed

*R OH*

Date

1.4.07

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

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

MR J S GARRETT

88 ALBURY ROAD MERSTHAM REDHILL

SURREY RH1 3LL Tel 0788-7862450

DX number

DX exchange

FRIDAY



A23

13/04/2007

728

COMPANIES HOUSE

Form revised 10/03

When you have completed and signed the form please send it to the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

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

DX 235 Edinburgh  
or LP - 4 Edinburgh 2



**Companies House**  
for the record

# 10

Please complete in typescript,  
or in bold black capitals.

CHWP000

Notes on completion appear on final page

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

06220113

**Company Name in full**

B & L CONSTRUCTION LIMITED

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

88 ALBURY ROAD

MERSTHAM

Post town

REDHILL

County / Region

SURREY

Postcode

RH1 3LL

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

/

Agent's Name

MR J S GARRETT

Address

88 ALBURY ROAD

MERSTHAM

Post town

REDHILL

County / Region

SURREY

Postcode

RH1 3LL

Number of continuation sheets attached

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information in the box opposite but if  
you do, it will help Companies House  
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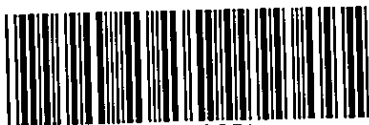
MR J S GARRETT

88 ALBURY ROAD MERSTHAM REDHILL

SURREY RH1 3LL Tel 0788-7862460

DX number

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A23

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

DX 235 Edinburgh  
or LP - 4 Edinburgh 2

FRIDAY

**Company Secretary** (see notes 1-5)

\* Voluntary details

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

Company name	B & L CONSTRUCTION LIMITED		
NAME	*Style / Title	MRS	*Honours etc
Forename(s)	LORRAINE		
Surname	O'NEILL		
Previous forename(s)			
Previous surname(s)	SANSOM		
Address **	69 WAVERLEY AVENUE		
Post town	CHINGFORD		
County / Region	LONDON	Postcode	E4 8HS
Country	UNITED KINGDOM		

I consent to act as secretary of the company named on page 1

Consent signature

meill

Date

01 04 07

**Directors** (see notes 1-5)

Please list directors in alphabetical order

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

NAME	*Style / Title	MR	*Honours etc
Forename(s)	BARRY		
Surname	O'NEILL		
Previous forename(s)			
Previous surname(s)			
Address **	69 WAVERLEY AVENUE		
Post town	CHINGFORD		
County / Region	LONDON	Postcode	E4 8HS
Country	UNITED KINGDOM		

Day Month Year

Date of birth

08 06 1971

Nationality

BRITISH

Business occupation

DIRECTOR

Other directorships

I consent to act as director of the company named on page 1

Consent signature



Date

01/04/07

*Please list directors in alphabetical order*

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address** <sup>††</sup>

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

## Post town

County / Region

Postcode

Country

Day      Month      Year

**Date of birth**

### Nationality

### Business occupation

## Other directorships

I consent to act as director of the company named on page 1

### Consent signature

Date \_\_\_\_\_

**This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).**

**Signed**

J S Gannett

**Date**

1.4.07

**Signed**

**Date**

**Signed**

**Date**

**Signed**

Date \_\_\_\_\_

**Signed**

Date \_\_\_\_\_

**Signed**

Date \_\_\_\_\_

**Signed**

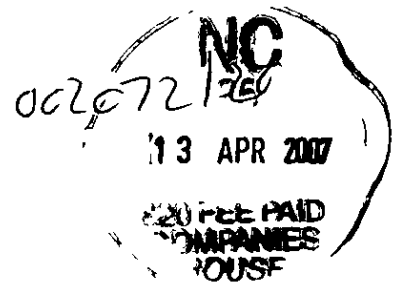
Date \_\_\_\_\_

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The Companies Acts 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF  
B & L CONSTRUCTION LIMITED



A23 13/04/2007 727  
COMPANIES HOUSE

FRIDAY

100 x 1  
100

- 1 The Company's name is B & L CONSTRUCTION LIMITED
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's objects are -
  - a) (1) To carry on business within and without the United Kingdom as general builders, including the provision of relevant equipment and materials where necessary
  - b) (2) To carry on business as a general commercial company
  - c) To carry on any other business which in the opinion of the Company, may be capable of being conveniently or profitably carried on in connection with or subsidiary to any other business of the company, and is calculated to enhance the value of the Company's property
  - d) To apply for, register or by any other means acquire any patents, patent rights, brevets d'invention, licences, trademarks, concessions and inventions and to use to turn to account the same or to develop, sell or assign the same or grant licences or privileges in respect thereof or otherwise turn the same to the advantage of the Company
  - e) To install buildings and equipment, whether or not these are situated on the property of the Company
  - f) To invest and deal with the monies of the Company in such shares or upon such securities and in such manner as from time to time may be determined
  - g) To enter into any arrangements for joint workings in business or amalgamate with or enter into any partnerships or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, or which is capable of being carried on so as directly or indirectly to benefit the Company
  - h) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company
  - i) To sell, improve, manage, develop, turn to account, let on rent or royalty or share of profits or otherwise, grant licences or easements or other rights in or over, or in any other manner deal with or dispose of the undertaking and all of or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
  - j) To subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this Company or any other consideration any other company or business, which in the opinion of the Company, may be carried on so as directly or indirectly to benefit the Company
  - k) To sell or otherwise dispose of the whole or any part of the business or property of the Company for any consideration, shares or debentures as the Company may think fit

l) To lend and advance money or give credit on any terms and with or without security to any company, firm or person (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) to enter into any guarantees, contracts of indemnity and surety ships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any company, subsidiary or fellow subsidiary or associated company as foresaid)

m) To borrow or raise money in any manner and to secure the repayment of any money borrowed raised, or owing my mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it

n) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments

o) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority 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 calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests

p) To support and subscribe to any funds and to subscribe or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the Company or its directors or its employees, directors or other officers past or present and to grant pensions to such persons or their dependants

q) To distribute among the members of the Company in kind any property of the Company, whatever nature

r) To pay all or any expenses in connection with the promotion, formation and incorporation of the Company, or to contract with any company, firm or person to pay the same, and to pay commission to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company

s) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them

t) Subject to, and always in compliance with, the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152 (1) (a) of the Act) for any such purpose as is specified in Section 151 (1) and/or Section 151 (2) of the Act

None of the objects set forth in any sub-clause of this Clause shall be restrictively construed, but the widest interpretation shall be given to each such subject, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference from any other object or objects set forth in any such sub-clause or by reference or inference from the terms of any other sub-clause of this Clause, or by reference or inference from the name of the Company

4 The liability of the Members is limited

5. The Company's share capital is £100 divided into

100 Ordinary shares of £1.00 each

We, the subscribers to the Memorandum and Articles of Association, wish to be informed in to a company pursuant to this Memorandum , and we agree to take the number of Shares shown opposite our names

Name and Address of Subscriber

Number of Ordinary shares  
Taken by Subscribers

Barry O'Neill

69 Waverley Avenue  
Chingford  
London  
E4 8HS

50

 01/04/07

Lorraine O'Neill

69 Waverley Avenue  
Chingford  
London  
E4 8HS

50

 01 04 07

Jeremy Scott Garrett

88 Albany Road

Meutham

Redhill

Surry

RH1 3LL

55 Garrett

1.4.07



**The Companies Acts 1985 to 1989**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION OF**

**B & L CONSTRUCTION LIMITED**

**PRELIMINARY**

---

1

(a)

(i) Subject hereinafter provided the Regulations contained in Table A in the Companies (Table A to F) Regulations 1985 ("Table A") shall apply to the Company

(ii) 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

(iii) "communication shall mean the same as is detailed in the Electronic Communications Act 2000

(iv) "electronic communication" shall mean the same as is detailed in the Electronic Communications Act 2000

(b) In Regulation 1 of Table A there shall be inserted before the words "office and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same"

2 Regulations 8, 24, 35, 41, 46, 48, 64, 67, 73 to 77 inclusive and 94 to 97 inclusive of Table A shall not apply to the Company

3 The company is a private company, and accordingly no offer or invitation shall be made to the public (whether for cash or otherwise) to subscribe for any shares or debentures of the Company nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

**SHARES**

---

4

(a) Subject to Article 5 below, all unissued 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 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 the period

(b) The authority given above may be renewed, revoked or varied by ordinary resolution of the Company in general meeting

(c) Subject to Chapter VII of Part V of the Act, and to the Regulations of the Company, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits, or the proceeds of a fresh issue of shares or otherwise

(d) Subject to Chapter VII of Part V of the Act, any shares may, with the sanction of an Ordinary resolution, be issued on the terms that they are, at the option of the Company or the shareholder, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares by Special resolution determine, and whether out of distributable profits, or the proceeds of a fresh issue of shares or otherwise

(e) Subject to Chapter VI of Part V of the Act, the Company may give financial assistance for the purpose or in connection with any acquisition of shares made or to be made in the Company or its Holding Company

5

(a) 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

(b) All unissued shares which are not comprised in the authorised share capital with which the Company is incorporated shall 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. Such offer shall be made by written notice specifying the number of shares offered and a period (being not less than 14 days) within which the offer if not accepted will be deemed to be declined. After the expiration of this period or, if earlier, on receipt of notice of non-acceptance, those shares so declined shall be offered to the members who have within the said period accepted all the shares offered to them in the proportion aforesaid in like terms in the same manner and limited by a like period as the original offer. The directors may in accordance with the provisions of the Article allot grant options over or otherwise dispose of such shares not accepted pursuant to such offers, together with any shares not capable of being offered aforesaid, except by way of fractions to such persons on such terms which are more favourable to the subscribers therefore than the terms on which they were offered to the members. The provisions of this Article shall be subject to Section 80 of the Act

## **LIEN**

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6 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 the fixed time, in respect of that share, and the Company shall also have a first and paramount lien on all shares (whether or not it is a fully paid share) registered in the name of any member whether solely or one of two or more joint holders for all such moneys presently payable by him or his estate to the Company. However, the directors may at any time declare any share to be wholly or in part exempt from the provisions of the Article. The Company's lien on a share shall extend to all dividends payable thereon

## **TRANSFER OF SHARES**

---

7

(a) No share or beneficial ownership of a share shall be transferred (otherwise than to the Company subject to Article 4 of the Company) until the rights of pre-emption hereinafter conferred have been exhausted. Any obligation to transfer a share pursuant to this Article is an obligation to transfer the entire legal and beneficial interest in such share

(b) A member who intends to transfer any share or interest therein, (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such share or the renunciation or assignment of any right to receive or subscribe for such share) ("the Seller") shall give notice ("the Transfer Notice") to the directors of his intention and the particulars of the shares ("the Transfer Shares") together with the price per share at which he is willing to sell ("the Specified Price"). A Transfer Notice once received by the directors is irrevocable unless paragraphs (d) or (h) apply

(c) The Transfer Notice shall constitute the Company as agent of the Seller for the sale of the Transfer Shares to the members other than the Seller ("the Offerees") at the Specified Price save that if the directors do not accept that the Specified Price constitutes a fair price, they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators, so that any provision of law or statute relating to arbitration shall not apply) to certify in writing ("Certificate of Value") the value of the Transfer Shares as between a willing seller and a willing buyer. The Auditors' decision on the value of the Transfer Shares between a willing seller and a willing buyer is within the Auditors' complete discretion, and their certification shall be final and binding on the members. The Specified Price in the Transfer Notice shall be substituted by the price in the Certificate of Value. The Company, upon receipt of the Certificate of Value, shall forthwith furnish a copy thereof to the Seller. The Seller shall bear the cost of the valuation.

(d) If, upon receipt of the Certificate of Value, the seller considers that the price decided upon by the Auditors of the Company is not a reasonable one, he shall be entitled to revoke the Transfer Notice within 7 days of receipt of the Certificate of Value by written notice to the directors ("the First Revocation Period"). Thereafter, the Transfer Shares will not be offered by the directors to the Offerees or by the Seller, to any other person or persons, unless at a later date, the Seller serves another Transfer Notice in respect of the Transfer Shares, in which event all the provisions of this Article shall apply.

(e) If the Seller has not revoked the Transfer Notice upon expiry of the First Revocation Period, the price (whether by reference to the Specified Price or the Certificate of Value) shall be fixed in the Transfer Notice as the final price ("the Final Price") and the directors shall by notice in writing ("the Offer Notice") inform the Offerees of the number and price of the Transfer Shares, and shall invite the Offerees to apply in writing to the Company, within 21 days of the date of despatch of the Offer Notice (which date must be stated therein), for a maximum number of the Transfer Shares.

(f) If such Offerees, within the period of 21 days stated in the Offer Notice, apply for all or any of the Transfer Shares, the directors will allocate the Transfer Shares applied for, to the applicant Offerees in such proportions (or as nearly as may be and without increasing the number sold to an Offeree beyond the number applied for by him) as their existing holdings bear, to the total of the holdings of the applicant Offerees. The Transfer Shares not capable of being allocated without involving fractions, shall be allocated to the applicant Offerees in such proportion as the directors see fit. Any outstanding Transfer Shares may then be allocated in such manner as the directors think fit, to the Offerees who applied for such Transfer Shares, provided no Offeree shall be allocated shares in excess of the number of shares applied for by him.

(g) If, upon expiry of the 21 day period specified in the Offer Notice, the directors shall have received applications for some, but not all of the remaining Transfer Shares they may nominate within 14 days from the expiry of the Offer Notice, a person or persons which may (subject to the Act) be the Company to whom the Transfer Shares not applied for will be allocated. The directors shall give notice in writing ("the Allocation Notice") of such allocations, pursuant to paragraph (f), and this paragraph to the Seller and to the persons whom the Transfer Shares have been allocated. The Allocation Notice must specify the date of despatch of the Allocation Notice, the name and address of the persons to whom the allocations have been made, the price and method of payment and number of Transfer Shares to be allocated, and the place and time for completion (which shall be 21 days from the date of despatch), and that the Allocation Notice is subject to the Seller's right of revocation pursuant to paragraph (h).

(h) The Seller may revoke the Transfer Notice if, after service of the Allocation Notice, not all of the Transfer Shares have been taken up. Notice must be given in writing by the Seller to the Company within 14 days of the date of the Allocation Notice ("the Second Revocation Period").

(i) If the Seller has not revoked the Transfer Notice upon expiry of the Second Revocation Period, the Seller shall be bound upon payment of the purchase price due in respect thereof to transfer the shares comprised in the Allocation Notice to the person or persons (which may be the Company subject to the Act) named therein on the day and at the specified day therein.

(j) In the event that the Seller fails or refuses to transfer the Transfer Shares having become bound so to do, the Company may receive the purchase price in trust for the Seller, and may authorise some person to execute a transfer of the Transfer Shares in favour of the purchasers.

(k) During the 3 months following the expiry of the 56 days from the date of the Offer Notice, the Seller may (subject nevertheless to the provisions of paragraph (l)) transfer to any person and at any price, but not less than the Final Price fixed in the Transfer Notice, any of the shares comprised therein, not included in the Allocation Notice or all, but not part of the Transfer Shares comprised in the Transfer Notice if the Seller has revoked the Transfer Notice under paragraph (h)

(l) The directors may in their absolute discretion and without assigning and reason thereof, decline to register the transfer of a share, whether or not it is a fully paid share

## GENERAL MEETINGS

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8

(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 the meeting. The Directors at their discretion, treat an electronic communication appointing a proxy as a proxy for, the purposes of the Article. Regulation 62 of Table A shall be modified accordingly.

9

(a) If the quorum prescribed by Regulation 40 of Table A is not present within 30 minutes from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the week, at the same time and place, or such time and place as the directors may determine

(b) If, at the adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting, one person entitled under Regulation 40 of Table A to be counted in a quorum present at the meeting shall constitute a quorum

10

(a) A resolution put to the vote of a meeting shall be decided on a show of hands, unless before or on the declaration of the result of the show of hands, a poll is duly demanded

(b) A poll may be demanded by the chairman or by a member (present in person or by proxy) having the right to attend and vote at the meeting

(c) The demand for a poll may before the poll is taken be withdrawn

(d) A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the meeting was made

11 A Resolution in writing signed or approved by letter, telex, facsimile transmission, or cable, or by any other electronic communication 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 ineffectual as if it had been passed at a General Meeting, or at such a class of 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

(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 ineffectual as if it agreed by the Company in general meeting, save that this paragraph shall not apply 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

## **VOTES OF MEMBERS**

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13 The words "or by proxy" shall be inserted after the word "person" in Regulation 54 of Table A

14 The words "unless the directors determine otherwise" shall be inserted at the commencement of Regulation 57 of Table A

15 The words "30 minutes" shall be substituted for "48 hours" in Regulation 62(a) of Table A, and for "24 hours" in Regulation 62(b) of Table A

## **DIRECTORS**

---

16 The first director or directors of the Company shall be the person or persons named in the statement delivered under Section 10 of the Act

17 Unless and until otherwise determined by the Company in general meeting, there shall be no maximum number of directors, and the minimum number of directors shall be one. When so ever there shall be a sole director, such director may exercise all the powers, discretions and authorities vested in the directors by these Articles and by Table A. The words "and unless so fixed at any other member shall be two" shall be omitted from Regulation 89 of Table A

18 In any case, where as a result of the death of a sole member of the Company, the Company has no members and no Directors, the personal representatives of such deceased member shall have the right by notice in writing, to appoint a person to be a Director of the Company, and such appointment shall be as effective as if made by any means allowed under these Articles of Association for the appointment of Directors.

19 The directors may exercise all the powers of the Company to borrow 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. Also, to issue debentures, debenture stock or any other securities, whether outright or as security, for any debt liability or obligation of the Company or of any third party

20

(a) The words "and may also determine the rotation in which any additional directors are to retire" shall be omitted from Regulation 78 of Table A

(b) The second and third sentences of Regulation 79 of Table A shall be omitted

21 A director, who is in any way either directly or indirectly interested in any contract transaction or arrangement (whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a meeting of the directors in accordance with Section 317 of the Act. Subject to such disclosure, a director shall be entitled to vote in respect of any such contract transactions or arrangement (whether actual or proposed) in which he is interested, and whether or not he votes shall be counted in reckoning whether a quorum is present or not

## NOTICES

---

22

(a) Any notice or other document may be served on or delivered to any member of the Company either ,

(i) personally or

(ii) by sending it by post addressed to the Member at his registered address, or

(iii) by any form of electronic communication or

(iv) by leaving it at the Member's registered address, or

(v) by any other means instructed in writing by the member concerned, and agreed by the Company

In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders  
*Regulation 112 of Table A shall be modified accordingly*

(b) Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered office otherwise than by post, or sent by electronic communication, shall be deemed to have been served or delivered when it was left or sent. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators, shall be conclusive evidence that the notice was given. *Regulation 115 of Table A shall be modified accordingly*

## THE SEAL

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23 The Company may have a Seal if it so wishes. If the Company has a Seal, the Directors may determine who shall sign any instrument to which the Seal is affixed, and unless otherwise so determined, it shall be signed by a Director and the Secretary, or by a second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a Seal

## INDEMNITY

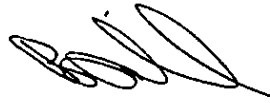
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24 In addition to the indemnity conferred by Regulation 118 of Table A, and subject to the provisions of the Act, every such person as is mentioned in the said Regulation, shall be entitled to be indemnified out of the assets of the Company against all expenses, losses or liabilities incurred by him as agent of the Company, or for the Company's benefit or intended benefit, or in or about the discharge or intended discharge of his duties, in relation to the Company

Name and Address of Subscribers

Barry O'Neill

69 Waverley Avenue  
Chingford  
London  
E4 8HS



01/04/07

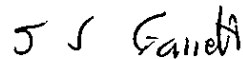
Lorraine O'Neill

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