

THE COMPANIES ACTS 1948 TO 1980

GPlease do not
write in this
binding margin**Declaration of compliance with the
requirements on application for
registration of a company**

Pursuant to section 3(5) of the Companies Act 1980

41aPlease complete
legibly, preferably
in black type, or
bold block lettering*delete if
inappropriate

For official use

Company number

☐

1567452

Name of company

UNGAVA	Limited*
--------	----------

I, NIGEL LEONARD BLOOD,
of 84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HP

† Please indicate
whether you are a
Solicitor of the
Supreme Court (or
in Scotland 'a
Solicitor') engaged
in the formation of
the company, or
a person named as
director or
secretary of the
company in the
statement
delivered under
section 21 of the
Companies Act
1976

do solemnly and sincerely declare that I am a person named as Secretary of the Company

in the statement delivered under section 21 of the Companies Act 1976

of
UNGAVA Limited*

and that all the requirements of the Companies Acts 1948 to 1980 in
respect of the registration of the said company and of matters
precedent and incidental thereto have been complied with. And I
make this solemn Declaration conscientiously believing the same to
be true and by virtue of the provisions of the Statutory Declarations
Act 1835

Declared at Temple Chambers,
Temple Avenue,
in the City of London.

the 13th day of May
One thousand nine hundred and eighty one

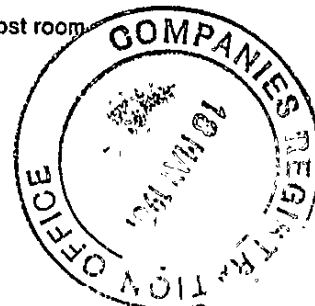
before me
A Commissioner for Oaths

Presenter's name, address and
reference (if any):

The London Law Agency Ltd.,
Temple Chambers,
Temple Avenue,
London, EC4Y 0HP.

For official use
General Section

Post room

**The London Law Agency Limited**

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP

Company Registration Agents, Printers and Publishers

Tel: 01-353 9471 (10 lines)



*Reprevious
application*

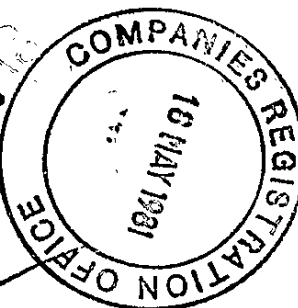
THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF 15674523

UNGAVA LIMITED



1. The Name of the Company is " UNGAVA LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
 - (A) To undertake and provide management administration and consultancy services of all kinds and to enter into assist or participate in industrial financial commercial mercantile and other transactions undertakings and businesses; to collect and circulate statistics facts reports statements articles and other information in any way relating to or affecting industry or commerce and to undertake the office of and act as trustee executor administrator manager agent or attorney of or for any such persons firms or companies and generally to undertake perform and discharge any trusts or trust agency business and any office of confidence; to carry on all or any of the businesses of personnel and business consultants and to advise on problems relating to the administration and organisation of trade industry or business and the means and methods for extending developing and improving all types of businesses or industries and all systems or processes relating to the production storage distribution purchasing marketing and sale of goods to engage in research investigations evaluations and experimental work of every description in relation to the uses of materials and the application of industrial or manufacturing processes to materials; to carry on business as suppliers of staff for permanent or temporary employment and to establish and maintain an employment agency.

63/M/ MANAG.

THE LONDON LAW AGENCY LTD.
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON, EC4Y 6LP

P34/S2882

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

(G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person.

(I) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom.

(J) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To subscribe or guarantee money for or organise or assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.

(U) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

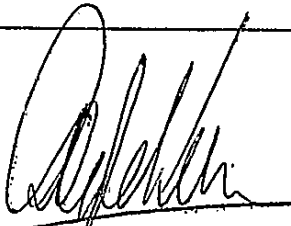

(W) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraphs) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the name of the Company.

4. The liability of the Members is limited.

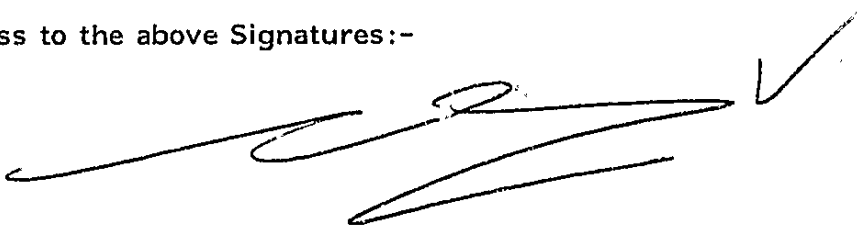
5. The share capital of the Company is £100 divided into 100 shares of £1 each.

WE, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
 ROY C. KEEN, Temple Chambers, Temple Avenue, London EC4Y OHP. Company Director.	One ✓
 NIGEL L. BLOOD, Temple Chambers, Temple Avenue, London EC4Y OHP. Company Director.	One ✓

Dated the 1st day of May, 1981.

Witness to the above Signatures:-


J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Company Director.

THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

UNGAVA LIMITED

1567452/4.

PRELIMINARY

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1948 (such Table being hereinafter referred to as "Table A") as modified by the Companies Acts 1948 to 1980 (as defined by Section 90 (2) of the Companies Act 1980) shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 11, 24, 75, 77 and 79 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied hereby, the following shall be the Regulations of the Company.

2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in 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

3. The Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 14 (10) of the Companies Act 1980) of the Company to such persons and generally on such terms and in such manner as they think fit.

4. The general authority conferred by Article 3 hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

5. The Directors shall be entitled under the general authority conferred by Article 3 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

6. Section 17 (1) of the Companies Act 1980 shall not apply to any allotment of shares in the Company.

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

GENERAL MEETINGS

8. Clause 54 in Part I of Table A shall be read and construed as if the last sentence ended with the words ", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

DIRECTORS

9. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be more than seven but need not exceed one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A.

10. The first Director or Directors of the Company shall be the person or persons named in the Statement delivered under Section 21 of the Companies Act 1976.

11. A Director shall not be required to hold any Share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company; and Clause 134 in Part I of Table A shall be modified accordingly.

12. 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.

13. A Director may vote as a 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 reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

ALTERNATE DIRECTORS

14. Any Director may appoint any person approved by the Board to be an Alternate Director and may at any time revoke any such appointment. An Alternate Director shall be entitled to receive notice of and to attend and vote at Meetings of Directors, but shall not be entitled to any remuneration from the Company. Any appointment or revocation made under this Article shall be in writing under the hand of the Director making the same.

TRANSFER OF SHARES

15. 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.

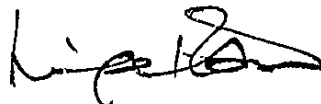
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ROY C. KEEN,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.



Company Director.

NIGEL L. BLOOD,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.



Company Director.

Dated the 1st day of May, 1981.

Witness to the above Signatures:-



J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.

Company Director.

**Statement of first directors and
secretary and intended situation
of registered office**

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering*delete if
inappropriate

Company number

1567452

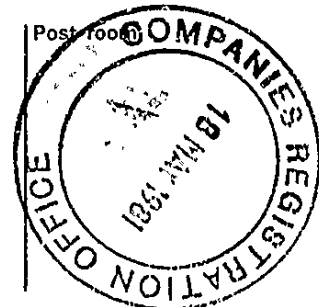
Name of Company

UNGAVA

Limited*

The intended situation of the registered office of the company
on incorporation is as stated below84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HPIf the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below

X

The London Law Agency Limited
84 Temple Chambers, Temple Avenue, London, EC4Y 0HPIf the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statementPresentor's
reference (if any)The London Law Agency Limited
84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HP
Telephone: 01-353 9471
Telex: 23553for official use
General section**The London Law Agency Limited**

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP

Company Registration Agents, Printers and Publishers

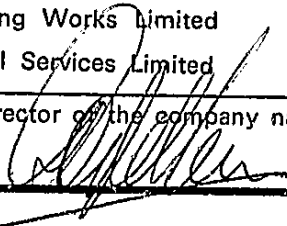
Tel: 01-353 9471 (10 lines)

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

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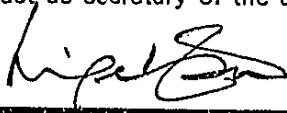


Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948.

Name (note 2)	Roy Charles Keen	Business occupation	Company Director
Former name(s) (note 3)		Nationality	English
Address (note 4)	84 Temple Chambers, Temple Avenue, London, EC4Y 0HP	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
The London Law Agency Limited West's Printing Works Limited LLA Financial Services Limited			
I hereby consent to act as director of the company named on page 1			
Signature		Date	1 - MAY 1981

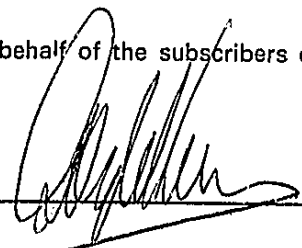
The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Important
The particulars to be given are those referred to in section 21(2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948.

Name (notes 2 & 7)	Nigel Leonard Blood
Former name(s) (note 3)	
Address (notes 4 & 7)	84 Temple Chambers, Temple Avenue, London, EC4Y 0HP
I hereby consent to act as secretary of the company named on page 1	
Signature	 Date 1 - MAY 1981

Signed by or on behalf of the subscribers of the memorandum*

*as required by section 21(3) of the Companies Act 1976

Signature  [Subscriber] Date 1 - MAY 1981

Signature  [Subscriber] Date 1 - MAY 1981

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1567452

I hereby certify that

UNGAVA LIMITED

is this day incorporated under the Companies Acts 1948 to 1980 as
a private company and that the Company is limited.

Given under my hand at Cardiff this 11TH JUNE 1981

A handwritten signature in dark ink, appearing to read 'E. A. Wilson'.

E. A. WILSON

Assistant Registrar of Companies

Number of Company: 1567452 / 8

THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

(Copy)

SPECIAL RESOLUTION

OF

UNGAVA LIMITED

Passed the 11th day of June 1981.

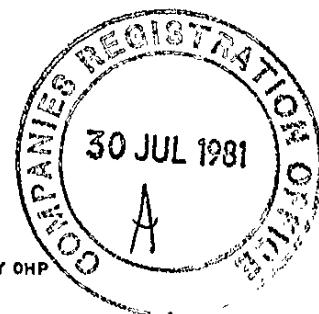
At an EXTRAORDINARY GENERAL MEETING of the Company, duly convened, and held on the 11th day of June 1981, the following SPECIAL RESOLUTION was duly passed:-

That the provisions of the Memorandum of Association of the Company with respect to its objects be and the same are hereby altered by deleting Sub-Clause (A) of Clause 3 of the said Memorandum and by substituting therefor the following new Sub-Clause:-

- (A) (i) To carry on the business of printers of and dealers in labels posters seed packets and other material for use in horticulture and allied trades and of printers and dealers in printed and pictorial matter generally.
- (ii) To carry on the business of designers photographers printers dealers and general traders in all descriptions of printed and pictorial matter including catalogues brochures calendars books magazines journals periodicals books of views films slides display cartons bags boxes cylinders and packing and labelling articles generally.
- (iii) To carry on the business of advertising and publicity agents and contractors pressagents press cutting agents advertising consultants display specialists and contractors and generally to undertake and execute agencies and commissions of all kinds.

Presented by -
THE LONDON LAW AGENCY LTD.
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON, EC4Y 0HP

ROY C. KEEN
Chairman



The London Law Agency Limited, Temple Chambers, Temple Avenue, London, EC4Y 0HP

MT | NORW | HILL

NY 1567452 / 9
THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

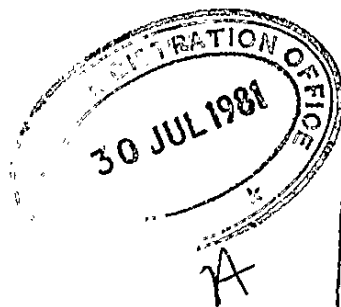
MEMORANDUM OF ASSOCIATION

OF

UNGAVA LIMITED

(As altered by Special Resolution passed on the 11th day of June, 1981.)

1. The Name of the Company is " UNGAVA LIMITED ".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
Rev Consultancy Services
 - (A) (i) To carry on the business of printers of and dealers in labels posters seed packets and other material for use in horticulture and allied trades and of printers and dealers in printed and pictorial matter generally.
 - (ii) To carry on the business of designers photographers printers dealers and general traders in all descriptions of printed and pictorial matter including catalogues brochures calendars books magazines journals periodicals books of views films slides display cartons bags boxes cylinders and packing and labelling articles generally.
 - (iii) To carry on the business of advertising and publicity agents and contractors pressagents press cutting agents advertising consultants display specialists and contractors and generally to undertake and execute agencies and commissions of all kinds.



Presented by..
THE LONDON LAW AGENCY LTD.
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON, EC4Y 0HP

MT/NORW/HILL

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

(G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person.

(I) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom.

(J) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.


(T) To subscribe or guarantee money for or organise or assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.

(U) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(W) To do all such things as are incidental or conducive to 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 (except only if and so far as otherwise expressly provided in any paragraphs) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the name of the Company.

4. The liability of the Members is limited.
5. * The share capital of the Company is £100 divided into 100 shares of £1 each.
- 

* By Ordinary Resolution passed on the 11th day of June, 1981 the share capital of the Company was increased to £50,000 divided into 50,000 shares of £1. each.

*Number of Company: 1567452 / 10

THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

(Copy)

ORDINARY RESOLUTION

OF
UNGAVA LIMITED

Passed the 11th day of June 1981.

At an EXTRAORDINARY GENERAL MEETING of the Company, duly convened,
and held on the 11th day of June 1981, the following
ORDINARY RESOLUTION was duly passed:-

That:

- (i) The Share Capital of the Company be increased from
£ 100 to £ 50,000 by the creation
of 49,900 new Shares of £1 each ranking in
all respects pari passu with the 100
existing Shares of £1 each in the Capital of the
Company;
- (ii) All the unissued Shares in the Capital of the
Company be under the control of the Directors,
and that the Directors may allot, grant options over,
or otherwise deal with or dispose of any such Shares
to such persons and generally on such terms and in
such manner as they think fit; and
- (iii) The general authority conferred by the preceding
paragraph shall expire on the fifth anniversary
of the passing of this Resolution unless varied
or revoked or renewed by the Company in General
Meeting.


ROY C. KEEN

CHAIRMAN.

Presented by..
THE LONDON LAW AGENCY LTD.
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON, EC4Y 0HP

MT / NORW / HILL

G

THE COMPANIES ACTS 1948 TO 1976

Form No. 10

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

10

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*delete if
inappropriate

† delete as
appropriate

Note

This notice and a
printed copy of
the resolution
authorising the
increase must be
forwarded to the
Registrar of
Companies within
15 days after the
passing of the
resolution.

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] [] [] []

1567452

Name of company

UNGAVA Limited*

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by
[ordinary] ~~extraordinary~~ ~~special~~† resolution of the company dated 11th June, 1981
the nominal capital of the company has been increased by the addition thereto of the sum of
£ 49,900 beyond the registered capital of £ 100

A printed copy of the resolution authorising the increase is forwarded herewith.

The additional capital is divided as follows :

Number of shares	Class of share	Nominal amount of each share
49,900	-	£1.

(If any of the new shares are preference shares state whether they are redeemable or not)
The conditions (eg. voting rights, dividend rights, winding-up rights, etc.) subject to which the new
shares have been or are to be issued are as follows :

ranking in all respects pari passu with the existing shares.

Please tick here if
continued overleaf ☐

† delete as
appropriate

Signed

[Director][Secretary]† Date 11.6.81

Presenter's name, address and
reference (if any):

Presented by :-
THE LONDON LAW AGENCY LTD
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON, EC4Y 0HP

For official use
General Section

Post room



The London Law Agency Limited

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP

Company Registration Agents, Printers and Publishers
Tel: 01-353 9471 (10 lines)

219
COMPANY NUMBER: 1567452 / 18'

COMPANIES ACTS 1948 to 1980


COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION OF UNGAVA LIMITED

At an Extraordinary General Meeting of the above-named Company duly convened and held on Friday, 31st July 1981, the following Resolution was passed as a Special Resolution.

SPECIAL RESOLUTION

The printed document HPl produced to the Meeting, and for the purpose of identification signed by the Chairman thereof, be approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.


C.A. Woudt

Chairman



No. 1567452

"HPI".
CHAIRMAN.

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

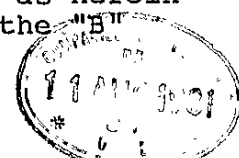
MERCURIUS HORTICULTURAL PRINTERS LIMITED
(adopted by Special Resolution passed on 31st July 1981)

PRELIMINARY

1. Subject as herein provided, the regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A"), shall apply to the above-named MERCURIUS HORTICULTURAL PRINTERS LIMITED (in these Articles called "the Company").
2. (A) Regulations 22, 24, 26, 30, 31, 53, 75, 77 and 79 of Table A shall not apply to the Company.
(B) The Company is a private company, and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company, and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.
(C) These Articles of Association and those regulations in Table A incorporated herein shall take effect subject to the requirements of the Companies Acts 1948 to 1980 (as defined by Section 90(2) of the Companies Act 1980, and as modified or re-enacted from time to time) and of every other Act for the time being in force concerning joint stock companies and affecting the Company.

SHARE CAPITAL AND VARIATION RIGHTS

3. The share capital at the date of adoption of these Articles is £50,000 divided into 25,000 "A" Ordinary Shares of £1 each and 25,000 "B" Ordinary Shares of £1 each. Save as herein expressly provided, the "A" Ordinary Shares and the "B"



Ordinary Shares of the Company shall rank pari passu in all respects as one class of ordinary share capital.

4. Subject to any direction to the contrary that may be given by the Company in general meeting by Special Resolution, any unissued shares of the Company (whether forming part of the original or any increased capital) shall, before issue, be offered either at par or at a premium to such of the existing shareholders as at the date of the offer are entitled to receive notices from the Company of general meetings upon the terms and so that in the case of competition the shares shall be allotted to the members accepting the offer in proportion (as nearly as may be and without increasing the number allotted to any member beyond the number applied for by him) to the amount of the existing shares of which they are the holders. The offer shall be made by notice specifying the number of shares offered, and limiting a time (being not less than twenty-eight days) within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the persons to whom the offer is made that they decline to accept the shares offered, the Directors may thereafter dispose of the shares which shall not have been accepted in accordance with the provisions of the next following Article. This Article shall not apply so as to confer any rights in respect of an issue of shares in the Company on any member who has in respect of such issue expressly waived his rights under this Article in writing. All shares allotted to "A" shareholders under this Article shall be classified as "A" Ordinary Shares and all shares so allotted to "B" shareholders shall be classified as "B" Ordinary Shares. Section 17(1) of the Companies Act 1980 shall not apply to any allotment of shares in the Company.
5. The Shares shall be under the control of the Directors and, subject to the provisions of Article 4 hereof, the Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 14 (10) of the Companies Act 1980) of the Company to such persons and generally on such terms and in such manner as they think fit.
6. The general authority conferred by Article 5 hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the date of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.
7. The Directors shall be entitled under the general authority conferred by Article 5 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

LIEN

8. The lien conferred by Regulation 11 of Table A shall extend to fully paid shares, and 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 several joint holders.

TRANSFER OF SHARES

9. Subject to Article 12 and 16 hereof, the Directors may in their absolute discretion and without assigning any reason therefor refuse to register a transfer of any share to any person who is not already a member. The Directors may also refuse to register the transfer of any share on which the Company has a lien.
10. Every member or other person entitled to shares who intends to transfer or renounce shares or any interest therein (hereinafter referred to as "the Vendor") shall give notice in writing (hereinafter referred to as "a transfer notice") to the Directors of his intention. Such notice shall constitute the Directors his agent for sale of the said shares in one or more lots, at the discretion of the Directors, to members of the Company at such price (hereinafter referred to as "the transfer price") as may be agreed upon between the holder or holders of a majority in nominal value of the "A" Ordinary Shares and the holder or holders of a majority in nominal value of the "B" Ordinary Shares or in default of agreement such price as shall be certified in writing by the Company's auditors for the time being (who shall be deemed to be acting as experts and not as arbitrators) to be the fair value thereof as between a willing vendor and a willing purchaser. A transfer notice shall not be given in respect of part only of the shares or interest held by the Vendor, and shall not be withdrawn except (i) with the consent of the Directors or (ii) if all the shares which are the subject of a transfer notice are not taken up by existing shareholders within the period of twenty-eight days specified in Article 11, in which event the Vendor may withdraw his transfer notice within three days after the expiry of the said period of twenty-eight days.
11. Upon the transfer price being fixed as aforesaid, the Directors shall forthwith give notice in writing to all such of the existing shareholders (other than the Vendor) as at the date thereof are entitled to receive notice from the Company of general meetings of the number and transfer price of the shares to be sold inviting each of them to state in writing within twenty-eight days from the date of the said notice whether he is willing to purchase any and, if so, what maximum number of the said shares. At the expiration of the said notice the Directors shall allocate the said shares to the members who shall have notified their willingness to purchase as aforesaid and in case of competition in

proportion (as nearly as may be and without increasing the number allocated to any member beyond the number so notified by him) to the amount of the existing shares of which they are the holders. Upon any such allocation as aforesaid being made, the Vendor shall be bound, on payment of the transfer price, to transfer or renounce (as the case may be) the said shares to the purchaser or purchasers and, if he makes default in so doing, the Directors may receive and give a good discharge for the purchase money on behalf of the Vendor and may authorise some person to execute a transfer or a form of renunciation (as may be appropriate) of such shares in favour of the purchaser or purchasers and may enter the name or names of the purchaser or purchasers in the Register of Members as the holder or holders by transfer or allotment (as the case may be) of the said shares so purchased by him or them.

12. In the event of the whole of the said shares not being allocated under Article 11, or if through any fault of the purchaser the purchase of any shares in respect of which a transfer notice shall be given shall not be completed within twenty-one days of such allocation, the Vendor shall, at any time within three calendar months after the expiration of the said period of twenty-eight days, be at liberty, subject to any other provisions of these presents, to transfer or renounce (as the case may be) the shares not so allocated to any person and at any price.
13. Article 10 to 12 inclusive shall not apply (a) to any transfer of shares from one "A" Ordinary shareholder to another "A" Ordinary shareholder or from one "B" Ordinary shareholder to another "B" Ordinary shareholder nor (b) to any particular transfer of shares in respect of which all the members for the time being of the Company shall have agreed in writing that the said Article shall not apply nor (c) where shares are standing in the name of trustees, to any transfer upon any change of trustees.
14. The instrument of transfer of any share shall be executed by or on behalf of the transferor and (except in the case of a transfer of a fully paid share) by or on behalf of the transferee. Regulation 22 of Table A shall be modified accordingly.
15. If the employment of any member who is for the time being employed by the Company or any of its Subsidiaries shall cease for any reason whatsoever, or if the directorship of any member of the Company not being an employee be terminated for any reason whatsoever, then such member shall (if he has not already done so) thereupon be deemed to have served a transfer notice as provided in Article 10 in respect of the whole of his shares and to have fixed the transfer price for

such shares at such price as the Auditors for the time being of the Company for this purpose at the expense of the said member report to be the fair value thereof. A transfer notice deemed to be served pursuant to this Article shall not be revocable in any circumstances whatsoever.

TRANSMISSION OF SHARES

16. Any person becoming entitled to a share in consequence of the death of a member must within three months of being so entitled produce such evidence of his title as the Directors may require. The person must within the said three month period serve upon the Directors a transfer notice under Article 10 above in relation to the share and Article 10 shall bind him as if he were a member holding such share. In the event of such person not serving such a transfer notice within the said period he shall upon expiry of the said period be automatically deemed to have served a transfer notice and to have fixed the transfer price of the share at such price as the Auditors for the time being of the Company for this purpose at the expense of the said person report to be the fair value thereof. A transfer notice served or deemed served pursuant to this Article shall not be revocable in any circumstances whatsoever. The second paragraph of Regulation 32 of Table A, shall be deemed to be deleted.
17. In the event of the bankruptcy or liquidation of any member, the Directors may at any time thereafter give to the trustee in bankruptcy or the liquidator as the case may be of any such member (hereinafter called "the Vendor") notice in writing requiring the shares held by the Vendor to be sold and transferred to a member holding the same class of shares at such price as may be agreed between the Vendor and the purchaser, or in default of agreement such price as shall be certified in writing by the Company's auditors for the time being (who shall be deemed to be acting as experts and not as arbitrators) to be the fair selling value thereof as between a willing vendor and a willing purchaser. If no such member is willing to purchase, then the Vendor shall be deemed to have given the Directors a transfer notice in respect of such shares and all the provisions of Articles 10, 11 and 12 shall accordingly apply.

GENERAL MEETINGS

18. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two persons present holding or representing by proxy at least one of the issued "A" Ordinary Shares and at least one of the issued "B" Ordinary Shares shall be a quorum. Regulation 53 of Table A shall not apply to the Company.
19. Subject to the provisions of the Act, a resolution in writing signed or approved in writing or by telex, cable or telegram

by all the members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to be proposed or by their duly appointed attorneys shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed or approved by one or more of the members or their attorneys, and signature in the case of a corporate body which is a member shall be sufficient if made by a Director thereof or its duly appointed attorney or duly authorised representative.

20. A poll may be demanded by the Chairman or by any member present in person or by proxy or (being a Corporation) by a representative duly authorised under Section 139 of the Act and Regulation 58 of Table A shall be construed accordingly.
21. The Chairman of any general meeting at which a show of hands takes place or at which a poll is demanded or taken shall in no circumstances be entitled to a second or casting vote. Regulation 60 of Table A shall not apply to the Company.

VOTES OF MEMBERS

22. (A) On a show of hands every member present in person or by proxy shall have one vote and on a poll every member shall have one vote for each share of which he is the holder. Provided that :-
 - (i) no "A" Ordinary Share shall confer any right to vote upon a resolution for the removal from office of a "B" Director
 - (ii) no "B" Ordinary Share shall confer any right to vote upon a resolution for the removal from office of an "A" Director
- (B) Regulation 62 of Table A shall not apply to the Company.

DIRECTORS

23. (a) The number of Directors shall not be less than two nor more than eight and there shall be at least one "A" Director as hereinafter defined and at least one "B" Director as hereinafter defined. Mr. Cornelis Albert Woudt and Mr. Rolf Woudt shall be the first "A" Directors of the Company and Mr. Martyn David Carrick and Mr. Stephen Frederick Gooch shall be the first "B" Directors of the Company.
- (b) Subject to the provisions of Article 23(a), the Directors shall be appointed as follows :-

(i) The holders of the "A" Ordinary shares shall be entitled to appoint not more than four persons to be Directors of the Company to hold office at any one time and to remove any Director so appointed from office and to fill the office of any Director so nominated who dies, resigns or otherwise ceases to be a Director. The Directors appointed by the holders of the "A" Ordinary Shares are hereinafter called the "A" Directors.

(ii) The holders of the "B" Ordinary Shares shall be entitled to appoint not more than four persons to be Directors of the Company to hold office at any one time and to remove any Director so appointed from office and to fill the office of any Director so nominated who dies, resigns or otherwise ceases to be a Director. The Directors appointed by the holders of the "B" Ordinary Shares are hereinafter called the "B" Directors.

- (c) Any such appointment or removal as aforesaid shall be made in writing and shall be signed by the registered holders for the time being of a majority of the "A" Ordinary Shares or of the "B" Ordinary Shares (as the case may be) for the time being issued, and shall be left at or sent to the registered office of the Company and shall be operative as soon as the same is received thereat. Regulation 75 of Table A shall not apply to the Company.

24. A Director shall not be required to hold any shares in the capital of the Company to qualify him for office. Regulation 77 of Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

25. It shall be necessary in all cases to give due notice of a meeting of directors to any director normally resident abroad, and Regulation 98 of Table A shall be modified accordingly.
26. The quorum necessary for the transaction of the business of the Directors shall be one "A" Director and one "B" Director, or their respective alternates duly appointed under Article 31. Regulation 99 of Table A shall not apply to the Company.
27. A resolution in writing signed by all the "A" Directors and all the "B" Directors for the time being in office shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors or their alternates. Regulation 106 of Table A shall not apply to the Company.
28. The continuing Directors may act notwithstanding any vacancies in the Board provided there shall be at least one

"A" Director and one "B" Director present at any meeting, or their respective alternates duly appointed under Article 27, Regulation 100 of Table A shall not apply to the Company.

29. The Directors (including alternate Directors) shall be entitled to be paid their reasonable travelling hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings or otherwise incurred while engaged on the business of the Company.
30. A Director who is in any way either directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 199 of the Act. Subject to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he does so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present at any meeting at which any such contract or arrangement shall come before the Directors for consideration. Paragraphs (2) and (4) of Regulation 84 of Table A shall not apply to the Company.

ALTERNATE DIRECTORS

31. Each "A" Director or "B" Director shall have the power by writing under his hand left at or sent to the Registered Office of the Company to nominate any person approved for that purpose by the "A" Director or the "B" Director (as the case may be) to act as his alternate Director during his absence, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties of the Director whom he represents. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

ROTATION OF DIRECTORS

32. Regulations 89 to 27 (inclusive) of Table A shall not apply to the Company and Directors shall not be liable to retirement by rotation.

DISQUALIFICATION OF DIRECTORS

33. The office of Director shall be vacated if the Director :

- (a) becomes bankrupt or insolvent or makes any arrangement or composition with his creditors generally ; or
- (b) becomes prohibited from being a Director by reason of any order made under Section 188 of the Act ; or
- (c) becomes of unsound mind ; or
- (d) resigns his office by notice in writing to the Company ; or
- am* (e) is removed from office under the provisions of Article ~~192~~²³

Regulation 88 of Table A shall not apply to the Company.

POWERS AND DUTIES OF THE BOARD

- 34. The Board may exercise all the powers of the Company to borrow or raise and to guarantee the payment of moneys 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. Regulation 79 of Table A shall not apply to the Company.
- 35. The Board may pay and agree to pay pensions or other retirement superannuation, death or disability benefits or allowances to or to any person in respect of any Director or former Director who may hold or may have held any executive office or employment under the Company or any subsidiary or associated company of the Company and for the purposes of providing any such pensions or other benefits or allowances may contribute to any scheme or fund and may make payments towards insurance or trusts in respect of such persons. Regulation 87 of Table A shall not apply to the Company.
- 36. The Board may from time to time appoint one or more of its body to an executive office (including that of Managing Director, Manager or any other salaried office) for such period and on such terms as it shall think fit, and subject to the terms of any Agreement entered into in any particular case, may revoke such appointment. Subject to the terms of any such Agreement, the appointment of any Director to any such office as aforesaid shall be ipso facto determined if he ceases for any cause to be a Director. Regulation 107 of Table A shall not apply to the Company.
- 37. A Managing Director, Manager or other executive officer as aforesaid shall receive such remuneration (whether by way of salary, commission, participation in profits or pension or partly in one way and partly in another or otherwise howsoever, whether similar to the foregoing or not) as the Board may determine. Regulation 108 of Table A shall not

apply to the Company.

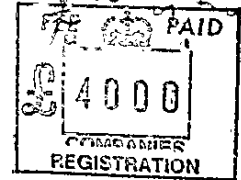
WINDING UP

38. If the Company shall be wound up, the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the Shares held by them respectively, and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively ; Provided Always that the provisions hereof shall be subject to the rights of the holders of Shares (if any) issued upon special conditions.

INDEMNITY

39. Subject to Section 205 of the Act and in addition to such indemnity contained in Regulation 136 of Table A, every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, losses, expenses and liabilities incurred by him in execution and discharge of his duties or in relation thereto.

No previous approval



Number of Company: 1567452 */16*

2/9

THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

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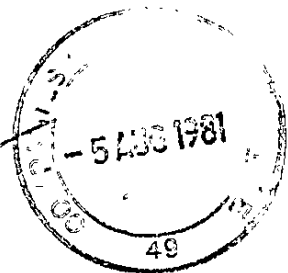
SPECIAL RESOLUTION

OF

UNGAVA LIMITED */*

Passed the 11th day of June

1981.



At an EXTRAORDINARY GENERAL MEETING of the Company, duly convened, and held on the 11th day of June 1981, the following SPECIAL RESOLUTION was duly passed:- */*

That the name of the Company be changed to
MERCURIUS HORTICULTURAL PRINTERS LIMITED */*

ROY C. KEEN
CHAIRMAN.

[Signature]

30 JUL 1981

Presented by:-
THE LONDON LAW AGENCY LTD.
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON, EC4Y 0HP

Noons
574049

The London Law Agency Limited, Temple Chambers, Temple Avenue, London, EC4Y 0HP

18/MT/NORW/HILL

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No.

1567452

I hereby certify that

UNGAVA LIMITED

having by special resolution and with the approval of the Secretary of State changed
its name, is now incorporated under the name of

MERCURIUS HORTICULTURAL PRINTERS LIMITED

Given under my hand at Cardiff the

27TH AUGUST 1981

A handwritten signature in dark ink, appearing to be 'P. J. Williams', written over a horizontal line.

Assistant Registrar of Companies

Number of Company:

1567452



THE COMPANIES ACTS 1948 to 1981

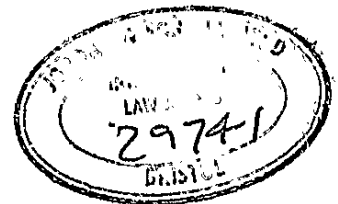
SPECIAL RESOLUTION

(Pursuant to Section 141 (2) of the Companies Act 1948)

OF

MERCURIUS HORTICULTURAL PRINTERS

LIMITED



Passed the 27th day of JANUARY 1983.

At an Extraordinary General Meeting of the Members of the above-named Company, duly convened and held on the 27th day of JANUARY 1983, the following SPECIAL RESOLUTION was duly passed:—

That the name of the Company be changed to

MERCURIUS (U.K.) LIMITED

CHAIRMAN.



FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1567452

I hereby certify that

MERCURIUS HORTICULTURAL PRINTERS LIMITED

having by special resolution changed its name, is now
incorporated under the name of

MERCURIUS (U.K.) LIMITED

Given under my hand at Cardiff the 13TH APRIL 1983

A handwritten signature in cursive script, appearing to read 'P. Walker'.

P. WALKER

Assistant Registrar of Companies

No. of Company 1567452 / 23

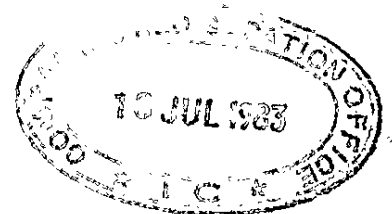
The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

Memorandum and Articles of Association of

MERCURIUS (U.K.) LIMITED

(Incorporated the 11th day of June 1981)



Jordan & Sons Limited
Company Formation and Information Services
Printers and Publishers
PO Box 260, 15 Pembroke Road
Bristol BS99 7DX
Telephone 0272-732861 Telex 449119

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

MERCURIUS (U.K.) LIMITED

(As altered by Special Resolution passed on the 11th day of June, 1981)

1. *The Name of the Company is "MERCURIUS (U.K.) LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-

(A) (i) To carry on the business of printers of and dealers in labels posters seed packets and other material for use in horticulture and allied trades and of printers and dealers in printed and pictorial matter generally.

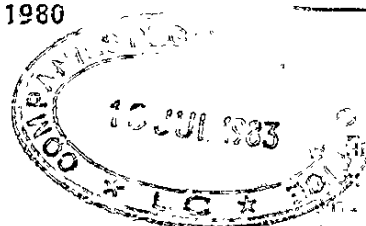
(ii) To carry on the business of designers photographers printers dealers and general traders in all descriptions of printed and pictorial matter including catalogues brochures calendars books magazines journals periodicals' books of views films slides display cartons bags boxes cylinders and packing and labelling articles generally.

(iii) To carry on the business of advertising and publicity agents and contractors press-agents press cutting agents advertising consultants display specialists and contractors and generally to undertake and execute agencies and commissions of all kinds.

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

* The Name of the Company was, on the 27th day of August, 1981 changed from "UNGAVA LIMITED", and on the 13th April 1983 the Company Name was changed from "MERCURIUS HORTICULTURAL PRINTERS LIMITED".



Handwritten signature
Director Secretary
15/7/83
MERCURIUS (U.K.) LIMITED

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

(G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person.

(I) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom.

(J) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business or who are or were at any time Directors

or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest

or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To subscribe or guarantee money for or organise or assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.

(U) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(W) To do all such things as are incidental or conducive to 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 (except only if and so far as otherwise expressly provided in any paragraphs) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the name of the Company.

4. The liability of the Members is limited.

5. *The Share Capital of the Company is £100 divided into 100 shares of £1 each.

* By Ordinary Resolution passed on the 11th day of June, 1981 the Share Capital of the Company was increased to £50,000 divided into 50,000 shares of £1 each.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of shares taken by each Subscriber
--	---

ROY C. KEEN,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

- One

Company Director.

NIGEL L. BLOOD,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP


- One

Company Director.

Dated the 1st day of May, 1981.

Witness to the above Signatures:- J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

Company Director.


Director & Secretary

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

MERCURIUS (U.K.) LIMITED

(Adopted by Special Resolution passed on 31st July 1981)

PRELIMINARY

1. Subject as herein provided, the regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A"), shall apply to the above-named MERCURIUS (U.K.) LIMITED (in these Articles called "the Company").

2. (A) Regulations 22, 24, 26, 30, 31, 53, 75, 77 and 79 of Table A shall not apply to the Company.

(B) The Company is a private company, and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company, and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

(C) These Articles of Association and those regulations in Table A incorporated herein shall take effect subject to the requirements of the Companies Acts 1948 to 1980 (as defined by Section 90 (2) of the Companies Act 1980, and as modified or re-enacted from time to time) and of every other Act for the time being in force concerning joint stock companies and affecting the Company.

SHARE CAPITAL AND VARIATION RIGHTS

3. The Share Capital at the date of adoption of these Articles is £50,000 divided into 25,000 "A" Ordinary Shares of £1 each and 25,000 "B" Ordinary Shares of £1 each. Save as herein expressly provided, the "A" Ordinary Shares and the "B" Ordinary Shares of the Company shall rank *pari passu* in all respects as one class of ordinary share capital.

4. Subject to any direction to the contrary that may be given by the Company in general meeting by Special Resolution, any unissued shares of the Company (whether forming part of the original or any increased capital) shall, before issue, be offered either at par or at

a premium to such of the existing shareholders as at the date of the offer are entitled to receive notices from the Company of general meetings upon the terms and so that in the case of competition the shares shall be allotted to the members accepting the offer in proportion (as nearly as may be and without increasing the number allotted to any member beyond the number applied for by him) to the amount of the existing shares of which they are the holders. The offer shall be made by notice specifying the number of shares offered, and limiting a time (being not less than twenty-eight days) within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the persons to whom the offer is made that they decline to accept the shares offered, the Directors may thereafter dispose of the shares which shall not have been accepted in accordance with the provisions of the next following Article. This Article shall not apply so as to confer any rights in respect of an issue of shares in the Company on any member who has in respect of such issue expressly waived his rights under this Article in writing. All shares allotted to "A" shareholders under this Article shall be classified as "A" Ordinary Shares and all shares so allotted to "B" shareholders shall be classified as "B" Ordinary Shares. Section 17(1) of the Companies Act 1980 shall not apply to any allotment of shares in the Company.

5. The Shares shall be under the control of the Directors and, subject to the provisions of Article 4 hereof, the Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 14 (10) of the Companies Act 1980) of the Company to such persons and generally on such terms and in such manner as they think fit.

6. The general authority conferred by Article 5 hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the date of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.

7. The Directors shall be entitled under the general authority conferred by Article 5 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

LIEN

8. The lien conferred by Regulation 11 of Table A shall extend to fully paid shares, and 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 several joint holders.

TRANSFER OF SHARES

9. Subject to Articles 12 and 16 hereof, the Directors may in their absolute discretion and without assigning any reason therefor refuse to register a transfer of any share to any person who is not already a member. The Directors may also refuse to register the transfer of any share on which the Company has a lien.

10. Every member or other person entitled to shares who intends to transfer or renounce shares or any interest therein (hereinafter referred to as "the Vendor") shall give notice in writing (hereinafter referred to as "a transfer notice") to the Directors of his intention. Such notice shall constitute the Directors his agent for sale of the said shares in one or more lots, at the discretion of the Directors; to members of the Company at such price (hereinafter referred to as "the transfer price") as may be agreed upon between the holder or holders of a majority in nominal value of the "A" Ordinary Shares and the holder or holders of a majority in nominal value of the "B" Ordinary Shares or in default of agreement such price as shall be certified in writing by the Company's auditors for the time being (who shall be deemed to be acting as experts and not as arbitrators) to be the fair value thereof as between a willing vendor and a willing purchaser. A transfer notice shall not be given in respect of part only of the shares or interest held by the Vendor, and shall not be withdrawn except (i) with the consent of the Directors or (ii) if all the shares which are the subject of a transfer notice are not taken up by existing shareholders within the period of twenty-eight days specified in Article 11, in which event the Vendor may withdraw his transfer notice within three days after the expiry of the said period of twenty-eight days.

11. Upon the transfer price being fixed as aforesaid, the Directors shall forthwith give notice in writing to all such of the existing shareholders (other than the Vendor) as at the date thereof are entitled to receive notice from the Company of general meetings of the number and transfer price of the shares to be sold inviting each of them to state in writing within twenty-eight days from the date of the said notice whether he is willing to purchase any and, if so, what maximum number of the said shares. At the expiration of the said notice the Directors shall allocate the said shares to the members who shall have notified their willingness to purchase as aforesaid and in case of competition in proportion (as nearly as may be and without increasing the number allocated to any member beyond the number so notified by him) to the amount of the existing shares of which they are the holders. Upon any such allocation as aforesaid being made, the Vendor shall be bound, on payment of the transfer price, to transfer or renounce (as the case may be) the said shares to the purchaser or purchasers and, if he makes default in so doing, the Directors may receive and give a good discharge for the purchase money on behalf of the Vendor and may authorise some person to execute a transfer or a form of renunciation (as may be appropriate) of such shares in favour of the purchaser or purchasers and may enter the name or names of the purchaser or purchasers in the Register of Members as the holder or holders by transfer or allotment (as the case may be) of the said shares so purchased by him or them.

12. In the event of the whole of the said shares not being allocated under Article 11, or if through any fault of the purchaser the purchase of any shares in respect of which a transfer notice shall be given shall not be completed within twenty-one days of such allocation, the Vendor shall, at any time within three calendar months after the expiration of the said period of twenty-eight days, be at liberty, subject to any other provisions of these presents, to transfer or renounce (as the case may be) the shares not so allocated to any person and at any price.

13. Articles 10 to 12 inclusive shall not apply (a) to any transfer of shares from one "A" Ordinary shareholder to another "A" Ordinary shareholder or from one "B" Ordinary shareholder to another "B" Ordinary shareholder nor (b) to any particular transfer of shares in respect of which all the members for the time being of the Company shall have agreed in writing that the said Article shall not apply nor (c) where shares are standing in the name of trustees, to any transfer upon any change of trustees.

14. The instrument of transfer of any share shall be executed by or on behalf of the transferor and (except in the case of a transfer of a fully paid share) by or on behalf of the transferee. Regulation 22 of Table A shall be modified accordingly.

15. If the employment of any member who is for the time being employed by the Company or any of its Subsidiaries shall cease for any reason whatsoever, or if the directorship of any member of the Company not being an employee be terminated for any reason whatsoever, then such member shall (if he has not already done so) thereupon be deemed to have served a transfer notice as provided in Article 10 in respect of the whole of his shares and to have fixed the transfer price for such shares at such price as the Auditors for the time being of the Company for this purpose at the expense of the said member report to be the fair value thereof. A transfer notice deemed to be served pursuant to this Article shall not be revocable in any circumstances whatsoever.

TRANSMISSION OF SHARES

16. Any person becoming entitled to a share in consequence of the death of a member must within three months of being so entitled produce such evidence of his title as the Directors may require. The person must within the said three month period serve upon the Directors a transfer notice under Article 10 above in relation to the share and Article 10 shall bind him as if he were a member holding such share. In the event of such person not serving such a transfer notice within the said period he shall upon expiry of the said period be automatically deemed to have served a transfer notice and to have fixed the transfer price of the share at such price as the Auditors for the time being of the Company for this purpose at the expense of the said person report to be the fair value thereof. A transfer notice served or deemed served pursuant to this Article shall not be revocable in any circumstances whatsoever. The second paragraph of Regulation 32 of Table A, shall be deemed to be deleted.

17. In the event of the bankruptcy or liquidation of any member, the Directors may at any time thereafter give to the trustee in bankruptcy or the liquidator as the case may be of any such member (hereinafter called "the Vendor") notice in writing requiring the shares held by the Vendor to be sold and transferred to a member holding the same class of shares at such price as may be agreed between the Vendor and the purchaser, or in default of agreement such price as shall be certified in writing by the Company's auditors for the time being (who shall be deemed to be acting as experts and not as arbitrators) to be the fair selling value thereof as between a willing vendor and a willing purchaser. If no such member is willing to purchase, then the Vendor shall be deemed to have given the Directors a transfer notice in respect of such shares and all the provisions of Articles 10, 11 and 12 shall accordingly apply.

GENERAL MEETINGS

18. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two persons present holding or representing by proxy at least one of the issued "A" Ordinary Shares and at least one of the issued "B" Ordinary Shares shall be a quorum. Regulation 53 of Table A shall not apply to the Company.

19. Subject to the provisions of the Act, a resolution in writing signed or approved in writing or by telex, cable or telegram by all the members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to be proposed or by their duly appointed attorneys shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed or approved by one or more of the members or their attorneys, and signature in the case of a corporate body which is a member shall be sufficient if made by a Director thereof or its duly appointed attorney or duly authorised representative.

20. A poll may be demanded by the Chairman or by any member present in person or by proxy or (being a Corporation) by a representative duly authorised under Section 139 of the Act and Regulation 58 of Table A shall be construed accordingly.

21. The Chairman of any general meeting at which a show of hands takes place or at which a poll is demanded or taken shall in no circumstances be entitled to a second or casting vote. Regulation 60 of Table A shall not apply to the Company.

VOTES OF MEMBERS

22. (A) On a show of hands every member present in person or by proxy shall have one vote and on a poll every member shall have one vote for each share of which he is the holder. Provided that:-

(i) no "A" Ordinary Share shall confer any right to vote upon a resolution for the removal from office of a "B" Director;

(ii) no "B" Ordinary Share shall confer any right to vote upon a resolution for the removal from office of an "A" Director.

(B) Regulation 62 of Table A shall not apply to the Company.

DIRECTORS

23. (a) The number of Directors shall not be less than two nor more than eight and there shall be at least one "A" Director as hereinafter defined and at least one "B" Director as hereinafter defined. Mr. Cornelis Albert Woudt and Mr. Rolf Woudt shall be the first "A" Directors of the Company and Mr. Martyn David Carrick and Mr. Stephen Frederick Gooch shall be the first "B" Directors of the Company.

(b) Subject to the provisions of Article 23 (a), the Directors shall be appointed as follows:-

(i) The holders of the "A" Ordinary Shares shall be entitled to appoint not more than four persons to be Directors of the Company to hold office at any one time and to remove any Director so appointed from office and to fill the office of any Director so nominated who dies, resigns or otherwise ceases to be a Director. The Directors appointed by the holders of the "A" Ordinary Shares are hereinafter called the "A" Directors.

(ii) The holders of the "B" Ordinary Shares shall be entitled to appoint not more than four persons to be Directors of the Company to hold office at any one time and to remove any Director so appointed from office and to fill the office of any Director so nominated who dies, resigns or otherwise ceases to be a Director. The Directors appointed by the holders of the "B" Ordinary Shares are hereinafter called the "B" Directors.

(c) Any such appointment or removal as aforesaid shall be made in writing and shall be signed by the registered holders for the time being of a majority of the "A" Ordinary Shares or of the "B" Ordinary Shares (as the case may be) for the time being issued, and shall be left at or sent to the registered office of the Company and shall be operative as soon as the same is received thereat. Regulation 75 of Table A shall not apply to the Company.

24. A Director shall not be required to hold any shares in the capital of the Company to qualify him for office. Regulation 77 of Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

25. It shall be necessary in all cases to give due notice of a meeting of Directors to any director normally resident abroad, and Regulation 98 of Table A shall be modified accordingly.

26. The quorum necessary for the transaction of the business of the Directors shall be one "A" Director and one "B" Director, or their respective alternates duly appointed under Article 31. Regulation 99 of Table A shall not apply to the Company.

27. A resolution in writing signed by all the "A" Directors and all the "B" Directors for the time being in office shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors or their alternates. Regulation 106 of Table A shall not apply to the Company.

28. The continuing Directors may act notwithstanding any vacancies in the Board provided there shall be at least one "A" Director and one "B" Director present at any meeting, or their respective alternates duly appointed under Article 27. Regulation 100 of Table A shall not apply to the Company.

29. The Directors (including alternate Directors) shall be entitled to be paid their reasonable travelling hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings or otherwise incurred while engaged on the business of the Company.

30. A Director who is in any way either directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 199 of the Act. Subject to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he does so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present at any meeting at which any such contract or arrangement shall come before the Directors for consideration. Paragraphs (2) and (4) of Regulation 84 of Table A shall not apply to the Company.

ALTERNATE DIRECTORS

31. Each "A" Director or "B" Director shall have the power by writing under his hand left at or sent to the Registered Office of the Company to nominate any person approved for that purpose by the "A" Director or the "B" Director (as the case may be) to act as his alternate Director during his absence, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties of the Director whom he represents. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

ROTATION OF DIRECTORS

32. Regulations 89 to 97 (inclusive) of Table A shall not apply to the Company and Directors shall not be liable to retirement by rotation.

DISQUALIFICATION OF DIRECTORS

33. The office of Director shall be vacated if the Director:-

(a) becomes bankrupt or insolvent or makes any arrangement or composition with his creditors generally; or

(b) becomes prohibited from being a Director by reason of any order made under Section 188 of the Act; or

(c) becomes of unsound mind; or

(d) resigns his office by notice in writing to the Company; or

(e) is removed from office under the provisions of Article 23.

Regulation 88 of Table A shall not apply to the Company.

POWERS AND DUTIES OF THE BOARD

34. The Board may exercise all the powers of the Company to borrow or raise and to guarantee the payment of moneys 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. Regulation 79 of Table A shall not apply to the Company.

35. The Board may pay and agree to pay pensions or other retirement superannuation, death or disability benefits or allowances to or to any person in respect of any Director or former Director who may hold or may have held any executive office or employment under the Company or any subsidiary or associated company of the Company and for the purposes of providing any such pensions or other benefits or allowances may contribute to any scheme or fund and may make payments towards insurance or trusts in respect of such persons. Regulation 87 of Table A shall not apply to the Company.

36. The Board may from time to time appoint one or more of its body to an executive office (including that of Managing Director, Manager or any other salaried office) for such period and on such terms as it shall think fit, and subject to the terms of any Agreement entered into in any particular case, may revoke such appointment. Subject to the terms of any such Agreement, the appointment of any Director to any such office as aforesaid shall be ipso facto determined if he ceases for any cause to be a Director. Regulation 107 of Table A shall not apply to the Company..

37. A Managing Director, Manager or other executive officer as aforesaid shall receive such remuneration (whether by way of salary, commission, participation in profits or pension or partly in one way and partly in another or otherwise howsoever, whether similar to the foregoing or not) as the Board may determine. Regulation 108 of Table A shall not apply to the Company.

WINDING UP

38. If the Company shall be wound up, the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively, and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively; Provided Always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

INDEMNITY

39. Subject to Section 205 of the Act and in addition to such indemnity contained in Regulation 136 of Table A, every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, losses, expenses and liabilities incurred by him in execution and discharge of his duties or in relation thereto.

Names, addresses and descriptions of Subscribers

ROY C. KEEN,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

Company Director.

NIGEL L. BLOOD,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

Company Director.

Dated the 1st day of May, 1981.

Witness to the above Signatures:- J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

Company Director.

G

COMPANIES FORM No. 123

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold black lettering

To the Registrar of Companies

For official use Company number

--	--	--	--

1567452

Name of company

*Insert full name
of company

• MERCURIUS (U.K.) LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 7th April 1988 the nominal capital of the company has been increased by £ 950,000 beyond the registered capital of £ 50,000.

*The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.*

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follows:

ORDINARY SHARES OF £1 each to rank *pari passu* in all respects
with the existing shares of the company.

Please tick here if
continued overleaf☐

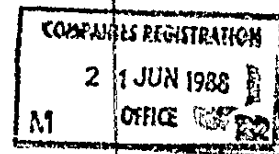
Signed

Director (Secretary)

Designation

Date 12th May 1988Signed Director,
Secretary,
Administrator,
Receiver or Receiver
(Scotland) as
appropriatePresentor's name, address and
reference (if any):For official use
General section

Post room



The Stationery Society Ltd, 24 Gresham Road, London W1X 0LR

Companies G123

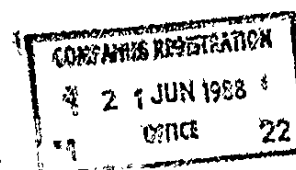
FSC Edition
4(1) BM
5512057

Mercurius (U.K.) Limited

Copy ordinary resolution passed on 7th April 1988.

That the authorised share capital of the Company be increased from £50,000 to £1 million by the creation of £950,000 ordinary shares of £1 each to rank pari passu in all respects with the existing shares in the capital of the Company.

.....
Chairman

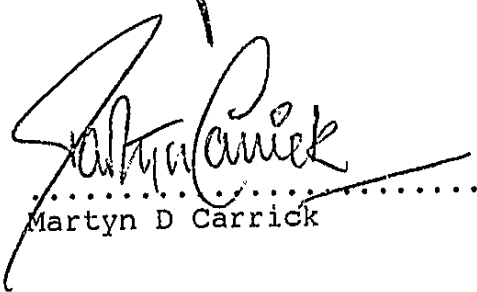


M E R C U R I U S (U . K .) L I M I T E D

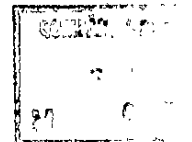
We, being all the Members of the above-named Company ("the Company") entitled to attend and vote at General Meetings of the Company, hereby unanimously resolve, pursuant to Article 19 of the Company's existing Articles of Association, as follows;

That the regulations contained in the printed document marked "A" now produced to us and signed by Mr Martyn Carrick for identification be approved and adopted as the Articles of Association of the Company in place and to exclusion of all existing Articles of Association of the Company.

.....
For and on behalf of Mercurius Groep Wormerveer BV


.....
Martyn D Carrick

Dated 25th November 1988,



"A"

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

- of -

Mercurius (UK) Limited

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far 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.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (c) 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 with which the Company is incorporated and which the directors propose to issue shall first be offered to the Members in the 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 or unless the Company shall prior to making the allotment receive from each of the members to whom it is not proposed to issue a due proportion of shares a written waiver of their rights under this clause. 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. Any shares not accepted pursuant to such offer 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.

(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 from time to time at any time or times during the period of five years from the adoption of these articles 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.

SHARES

3. 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".

GENERAL MEETINGS AND RESOLUTIONS

5. (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 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted 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.

6. (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 therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

7. (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 two.

(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) In addition to Article 15 hereof, the Company may be 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.

(e) 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 for the time being in force.

BORROWING POWERS

8. 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.

ALTERNATE DIRECTORS

9. (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 in 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.

DISQUALIFICATION OF DIRECTORS

10. 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.

GRATUITIES AND PENSIONS

11. Clause 87 in Table A shall not apply to the Company and the Directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present Directors or employees (or their dependents) of the Company or any subsidiary or associated company of the Company and the Directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

PROCEEDINGS OF DIRECTORS

12. (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.

INDEMNITY

13. (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 judgment 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.

TRANSFER OF SHARES

14. (a) A Member or Members holding a majority in nominal value of the issued shares for the time being in the Company shall have the power at any time and from time to time to transfer its or their shares as they see fit and the directors shall upon receiving an application to register the transfer in the Company's books register the same forthwith.

(b) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of any other 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.

SPECIAL PROVISIONS FOR APPOINTMENT AND REMOVAL OF DIRECTORS

15. A Member or Members holding a majority in nominal value of the issued shares for the time being in the Company shall have power at any time, and from time to time, to appoint any person to be a Director, either as an additional Director or to fill a casual vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the Member or Members making the same or, in the case of a Member being a corporate body, signed by one of its directors or duly authorised officers or by its duly authorised attorney and shall take effect on receipt of such notice by the Company.

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

MERCURIUS (U.K.) LIMITED

(As altered by Special Resolution passed on the 11th day of June, 1981) (As further altered by Ordinary Resolution passed on the 7th day of April 1988)

1. *The Name of the Company is "MERCURIUS (U.K.) LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-

(A) (i) To carry on the business of printers of and dealers in labels posters seed packets and other material for use in horticulture and allied trades and of printers and dealers in printed and pictorial matter generally.

(ii) To carry on the business of designers photographers printers dealers and general traders in all descriptions of printed and pictorial matter including catalogues brochures calendars books magazines journals periodicals books of views films slides display cartons bags boxes cylinders and packing and labelling articles generally.

(iii) To carry on the business of advertising and publicity agents and contractors press-agents press cutting agents advertising consultants display specialists and contractors and generally to undertake and execute agencies and commissions of all kinds.

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

* The Name of the Company was, on the 27th day of August, 1981 changed from "UNGAVA LIMITED", and on the 18th April 1983 the Company Name was changed from "MERCURIUS HORTICULTURAL PRINTERS LIMITED".

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

(G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person.

(I) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom.

(J) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business or who are or were at any time Directors

or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest

or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To subscribe or guarantee money for or organise or assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.

(U) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(W) To do all such things as are incidental or conducive to 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 (except only if and so far as otherwise expressly provided in any paragraphs) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the name of the Company.

4. The liability of the Members is limited.

5. *The Share Capital of the Company is £100 divided into 100 shares of £1 each.

* By Ordinary Resolution passed on the 11th day of June, 1981 the Share Capital of the Company was increased to £50,000 divided into 50,000 shares of £1 each.

* By Ordinary Resolution passed on the 7th day of April, 1988 the authorised Share Capital of the Company was increased to £1,000,000 divided into 1,000,000 shares of £1 each.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of shares taken by each Subscriber
--	---

ROY C. KEEN,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

- One

Company Director.

NIGEL L. BLOOD,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

- One

Company Director.

Dated the 1st day of May, 1981.

Witness to the above Signatures:- J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

Company Director.

G

COMPANIES FORM No. 123

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

[] [] [] []

1567452

Name of company

*Insert full name
of company

• MERCURIUS (UK) LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 16.9.90 the nominal capital of the company has been
increased by £ 1,000,000 beyond the registered capital of £ 1,000,000

†The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:

That the Directors be authorised to issue one million ordinary
share of £1 each on such terms as they shall think fit during
a five year period ending on 14 June 1995

Please tick here if
continued overleaf†Insert Director,
Secretary,
Administrator,
Administrative
Receiver or Receiver
(Scotland) as
appropriate

Signed

Designation

Date

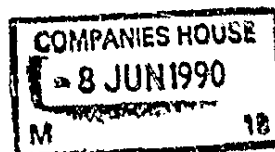
Presenter's name, address and
reference (if any):

Plummer Tilsley and
Partners
8/9 West Stockwell St
Colchester
Essex CO1 1HN
Ref TDL/345.5.4

For official use

General section

Post room



The Stationery Law Stationery Society plc, 24 Gresham Road, London W1X 8BN

Companies G123

1027 & 1028
487 8M
1012157

1567452

THE COMPANIES ACT 1948 to 1989

COMPANY LIMITED BY SHARES

RESOLUTIONS OF

Mercurius (UK) Limited (passed *to June* 1990)

At an extraordinary general meeting of the above named company duly convened and held at Northgate House, Plough Road, Great Bentley, Colchester, Essex the following resolutions were duly passed as ordinary resolutions of the company

Ordinary resolutions:-

1. That the authorised share capital of the company being increased from £1,000,000 to £2,000,000 by the creation of an additional 1,000,000 ordinary shares of £1.00 each to rank pari passu in all respects with the existing ordinary shares in the capital of the company

2. That the Directors be authorised to issue 1,000,000 ordinary shares of £1.00 each on such terms as they shall think fit during a five year period ending on *1st JUNE* 1995

Signed

Secretary

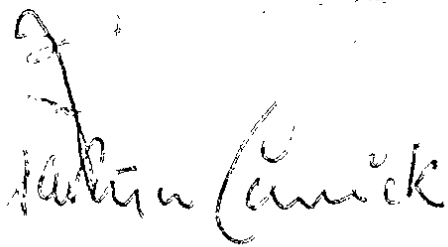
T. A. Duck



CONSENT TO SHORT NOTICE

WE, being a majority in number of the members of Mercurius UK Limited having a right to attend and vote at the meeting convened by the foregoing notice and together holding not less than 95% in nominal value of the shares giving that right, HEREBY AGREE to the calling of the meeting by the foregoing notice and to the proposing and passing thereat of resolutions numbered 1 and 2 in such notice notwithstanding that such meeting is called upon shorter notice than specified by statute or in the Company's Articles of Association

Signed


Martin Curick



No. of Company 1567452
The Companies Acts 1948 to 1981
COMPANY LIMITED BY SHARES

MEMORANDUM
AND
ARTICLES
OF
ASSOCIATION
OF

MERCURIUS (U.K.) LIMITED

(Incorporated the 11th day of June 1981)

Ref : COL/CJT/CF



J. D. Morris
Director

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

MERCURIUS (U.K.) LIMITED

(As altered by Special Resolution passed on the 11th day of June, 1981) (As further altered by Ordinary Resolution passed on the 7th day of April 1988)

1. *The Name of the Company is "MERCURIUS (U.K.) LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-

(A) (i) To carry on the business of printers of and dealers in labels posters seed packets and other material for use in horticulture and allied trades and of printers and dealers in printed and pictorial matter generally.

(ii) To carry on the business of designers photographers printers dealers and general traders in all descriptions of printed and pictorial matter including catalogues brochures calendars books magazines journals periodicals books of views films slides display cartons bags boxes cylinders and packing and labelling articles generally.

(iii) To carry on the business of advertising and publicity agents and contractors press-agents press cutting agents advertising consultants display specialists and contractors and generally to undertake and execute agencies and commissions of all kinds.

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

* The Name of the Company was, on the 27th day of August, 1981 changed from "UNGAVA LIMITED", and on the 13th April 1983 the Company Name was changed from "MERCURIUS HORTICULTURAL PRINTERS LIMITED".

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

(G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person.

(I) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom.

(J) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business or who are or were at any time Directors

or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest

or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To subscribe or guarantee money for or organise or assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.

(U) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(W) To do all such things as are incidental or conducive to 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 (except only if and so far as otherwise expressly provided in any paragraphs) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the name of the Company.

4. The liability of the Members is limited.

5. *The Share Capital of the Company is £100 divided into 100 shares of £1 each.

* By Ordinary Resolution passed on the 11th day of June, 1981 the Share Capital of the Company was increased to £50,000 divided into 50,000 shares of £1 each.

* By Ordinary Resolution passed on the 7th day of April, 1988 the authorised Share Capital of the Company was increased to £1,000,000 divided into 1,000,000 shares of £1 each.

By ordinary resolution passed on the 1st day of June 1990 the share capital of the company was increased from £1,000,000 to £2,000,000 divided into 1,000,000 shares of £1.00 each

By ordinary resolution passed on the 1st day of June 1990 the Directors were authorised to issue 1,000,000 ordinary shares of £1 each on such terms as they shall think fit during the five year period ending on 1st day of June 1995

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of shares taken by each Subscriber
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ROY C. KEEN,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

- One

Company Director.

NIGEL L. BLOOD,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

- One

Company Director.

Dated the 1st day of May, 1981.

Witness to the above Signatures:- J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London. EC4Y 0HP

Company Director.

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

Mercurius (UK) Limited

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far 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.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (c) 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 with which the Company is incorporated and which the directors propose to issue shall first be offered to the Members in the 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 or unless the Company shall prior to making the allotment receive from each of the members to whom it is not proposed to issue a due proportion of shares a written waiver of their rights under this clause. 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. Any shares not accepted pursuant to such offer 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.

(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 from time to time at any time or times during the period of five years from the adoption of these articles 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.

SHARES

3. 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".

GENERAL MEETINGS AND RESOLUTIONS

5. (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 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted 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.

6. (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 therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

7. (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 two.

(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) In addition to Article 15 hereof, the Company may be 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.

(e) 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 for the time being in force.

BORROWING POWERS

8. 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.

ALTERNATE DIRECTORS

9. (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 in 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.

DISQUALIFICATION OF DIRECTORS

10. 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.

GRATUITIES AND PENSIONS

11. Clause 87 in Table A shall not apply to the Company and the Directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present Directors or employees (or their dependents) of the Company or any subsidiary or associated company of the Company and the Directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

PROCEEDINGS OF DIRECTORS

12. (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.

INDEMNITY

13. (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 judgment 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.

TRANSFER OF SHARES

14. (a) A Member or Members holding a majority in nominal value of the issued shares for the time being in the Company shall have the power at any time and from time to time to transfer its or their shares as they see fit and the directors shall upon receiving an application to register the transfer in the Company's books register the same forthwith.

(b) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of any other 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.

SPECIAL PROVISIONS FOR APPOINTMENT AND REMOVAL OF DIRECTORS

15. A Member or Members holding a majority in nominal value of the issued shares for the time being in the Company shall have power at any time, and from time to time, to appoint any person to be a Director, either as an additional Director or to fill a casual vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the Member or Members making the same or, in the case of a Member being a corporate body, signed by one of its directors or duly authorised officers or by its duly authorised attorney and shall take effect on receipt of such notice by the Company.

A. Brown
Secretary

**Notice of claim to extension of
period allowed for laying and
delivering accounts — oversea
business or interests**

Please do not
write in this
margin

Pursuant to section 244 of the Companies Act 1985
as inserted by section 11 of the Companies Act 1989

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

† delete as
appropriate

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

To the Registrar of Companies
(Address overseas)

Company number

1567452

Name of company

MERCURIUS UK LTD

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending][which ended on]?

Day Month Year

3 1 12 1991

Signed

P. Filly

Designation:

Company
Secretary

Date 20.8.92

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 244(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 244(1).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 244(1).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0 5 0 4 1 9 8 5

Presenter's name address
telephone number and reference (if any)

For official use
D E B

Post room