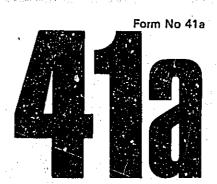
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THE COMPANIES ACTS 1948 TO 1980

Declaration of compliance with the requirements on application for registration of a company

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



Company number

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Please complete legibly, preferabl in black type, or bold block gnijezoal

*Insert full name of company

†Please indicate

the Supreme Court (or in

Scotland a Solicitor')
engaged in the
formation of the

company, or

a person nan ed

as director or secretary of the

company in the statement

delivered under section 21 of the Companies Act

whether you are a Solicitor of

1606736 Name of company

STAPLE SECURITIES LIMITED

SHAN MARY GRIFFITH

142 Holborn Bars London EC1N 2NH

do solemnly and sincerely declare that I amt

Solicitor of the Supreme Court

For official use

engaged in the Formation

STAPLE SECURITIES LIMITER

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

Signature of Declarant

One thousand ning hundred and

before me

A Commissioner for Ouths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

K L Bedell-Pearce 142 Holborn Bars London EC1N 2NH

For official use New companies section



OYEZ The Solicitors' Law Stationery Society, plc, Oyez House, 237 Long Lane, London SE1 4PU Companies G41a

★ ★ ★ F934—1-81

Statement on formation of a company to be incorporated with limited liability under the Companies Act 1948

Pursuant to Part V of the Finance Act 1973

Form No. PUC1 (revised)

Please do not write in this binding margin	[official use	21606	· -+	Please do not write in the space below. For Inland Revenue use
Please complete legibly, preferably in black type, or	Name of Company STAPLE SECURITIES	L-	T- 0- A 0-	1-20 102	only
bold block lettering		-		Limited *	
*Delete if inappropriate	A Nominal Capital		£ 100	0	
†Distinguish between	Description of shares †			Ordinary	
ordinary. preference etc.	B Nominal value of each share	£	£	£1	
	C Number of shares taken on incorporation			2	
	D Total amount payable on each (including premium if any)	£	£	£ NIL	
	E Amount paid or due and payable on each	£	£	£ NIL	
	F Total amount paid or due and paya	ble in respec	t of C	£ NIL	
	G Capital duty payable on F at £1 pe	er £100 or pa	rt of £100	£ NIL	
‡Delete as appropriate	Notes This form must be delivered to the Registrar of of the company. If amounts are contributed otherwise than in comust be stated and attached to this form. I hereby certify that the above particulars Signed KL /Jedul-/	ash, the fact wi	th full particula	irs Ple	pase tick equired
	Presentor's name, address and reference (if any): K L Bedell-Pearce Solicitor 142 Holborn Bars London EC1N 2NH	For official Capital Section			EC 1981) EC 1981) ES RESTORTANT NOV 1981) OFFICE #



COMPANIES ACTE 1948 6 981 COMPANY LIMITED BY SHARE

STAPLE SECURITES LIMITED

MEMORANDUM OF ASSOCIATION



27 NOV 1981

IRITIES OUS

1. The name of the Company is "STAPLE SECURITIES LIMITED".

2. The registered office of the Company is situateun England.

3. The objects for which the Company is established are:-

(1) To carry on the business of an investment company and for that purpose to acquire and hold either in the name of the Company, or in that of any nominee or trustee, shares stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.

(2) To acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations, or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.

(3) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof.

issued or nominal amount thereof.

(4) To pay satisfy or compromise any claims against the Company or its subsidiaries in respect of any contracts entered into by the Company or its subsidiaries which it may deem expedient to satisfy or compromise notwithstanding that the same may not be enforceable.

(5) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above specified objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights

(6) To purchase or otherwise acquire and undertake all

(6) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

indirectly to benefit the Company.

(7) To enter into any arrangements with any Governments or Authorities supreme municipal local or otherwise and to





obtain from any such Government or Authority all rights concessions authorisations and privileges that may seem conducive to the Company's objects or any of them.

conducive to the Company's objects or any of them.

(8) To enter into partnership or into any arrangement for sharing profits union of interests co-operation joint adventure reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and to subscribe for, take or otherwise acquire shares or stock in or securities of and to subsidise or otherwise assist any such company and with or without guarantee to sell hold re-issue or otherwise deal with such shares stock or securities.

(9) Generally to purchase take on lease or in exchange hire or otherwise acquire any real or personal property or any rights or privileges which the Company may think necessary or convenient with reference to any of these objects or capable of being profitably dealt with in connection with any of the Company's property or rights for

the time being.

establishment and maintenance of any contributory or noncontributory pension or superannuation funds for the benefit
of and give or procure the giving of donations gratuities
pensions allowances or endowments to any persons who are or
were at any time in the employment or service of the Company
or of any company which is a subsidiary of the Company or is
allied to or associated with the Company or with any such
subsidiary company 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 dependants of any
such persons and also establish and subsidise and subscribe
to any institutions associations clubs or funds calculated to
be for the benefit of or to advance the interests and wellbeing of the Company or of any such other company as
aforesaid and make payments to or towards the insurance of
any such person and do any of the matters aforesaid either
alone or in conjunction with any such other company as
aforesaid.

(11) To sell or dispose of all or any part of the undertaking of the Company for such consideration as the Company may think fit and in particular for shares or debentures debenture stock or other securities of any other

(12) To distribute among the Members in kind any property or assets of the Company which the Company may be

competent to distribute.

(13) To promote any company or companies for the purpose of acquiring all or any of the property rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such other company.

(14) To lend money and investments on such terms as may seem expedient and to give such guarantee or indemnity as

may seem expedient.

(15) To raise or borrow or secure the payment of money and to receive money on deposit or loan in such a manner and on such terms as may seem expedient and in particular by the issue of debentures or debenture stock whether perpetual or otherwise and whether charged upon the whole or any part of the property and rights of the Company both present and

future including any uncalled capital or not so charged and to redeem purchase or pay off any such securities.

(18) To apply for, promote and obtain any Act of Parliament, charter, or order for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings r applications which may seem calculated directly or indirectly to prejudice the Company.

(17) To draw make accept endorse discount execute and

issue bills of exchange promissory notes debentures bills of lading warrants and other negotiable or transferable

instruments or securities.

(18) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital or any debenture stock or other securities of the Company or in or about the conduct of its business.

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

contractors or trustees.

(20) To sell improve manage develop exchange enfranchise lease mortgage dispose of turn to account or otherwise deal with all or any part of the property or rights of the Company provided always that no surplus arising on any such sale or capital surplus arising on any such transaction or disposition as aforesaid shall be available for disposition through the profit and loss account.

(21) To do all such other things as are incidental or conducive to the attainment of the above mentioned objects.

And it is declared that

(a) the word "company" in this clause shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in the United Kingdom or not; and
(b) the objects specified in each of the

(b) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

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

WE the several persons whose Names, Addresses, and Descriptions are subscribed wish to be 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

M. Softh 142 Holbon Sas Lonem ECIN ZWH

Dated 18.11.81

Signed in the presence of

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34, crescent- Way
avelay.
Essex.

COMPANIES ACT 1948 to 1981 COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF STAPLE SECURITIES LIMITED

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ARTICLES OF ASSOCIATION

PRELIMINARY

In these Articles unless there be something in the subject or context inconsistent therewith:-

"The Company" and "this Company" mean the company of which these Articles are the Articles of Association.

"The 1948 Act" means the Companies Act 1948.

"The Acts" means the Companies Acts 1948 to 1980 and any statutory reenactment or amendment thereof for the time being in force.

"The Office" means the Registered Office for the time being of the Company.

"The Register" means the Register of Members to be kept pursuant to Section 110 of the 1948 Act.

"Month" means calendar month.

"In writing" or "written" include printing lithography and other modes of representing or reproducing words in a visible form.

"Member" means member of the Company.

"The Directors" means the directors for the time being of the Company.

"The Secretary" means the secretary of the Company or one of the secretaries of the Company if for the time being there be more than one.

"Share" means share in the Company.

"Extraordinary Resolution" and "Special Resolution" have the meanings assigned thereto respectively by Section 141 of the 1948 Act.

"United Kingdom" means England Scotland Wales and Northern Ireland.

"Table A" means Table A in the First Schedule to the 1948 Act as amended.

Words importing the singular number include the plural number and vice versa.

Words importing the masculine gender include the feminine gender.

Words denoting persons include corporations.

Save as hereby expressly provided none of the regulations of Table A or any other table set out in any enactment relating to companies has any application to the Company.

SHARES

- 2. The Company is a private company and accordingly the company may not:-
 - (A) offer to the public any Shares or debentures of the Company or
 - (B) allot or agree to allot any Shares or debentures of the Company with a view to all or any of those Shares or debentures being offered for sale to the public.
- 3. None of the funds of the Company shall be employed in the purchase of, or in the provision of financial assistance for the purchase of, or lent on the security of Shares.
- 4. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any Share as the absolute owner thereof and accordingly shall not be bound (except as ordered by a Court of competent jurisdiction or as by law required) to recognise any equitable or other claim to or interest in such Share on the part of any other person.

CERTIFICATES

5. The Certificates of title to Shares shall be issued under the Seal of the Company affixed thereto with the authority of the Directors.

- 6. Every Member shall be entitled to a Certificate for the Shares registered in his name Provided that in respect of Shares held jointly by several persons the Company shall not be bound to issue more than one Certificate and delivery of a Certificate for Shares to one of several joint holders shall be sufficient delivery to all such holders. Every Certificate of Shares shall specify the Shares in respect of which it is issued and the amount paid up thereon.
- 7. If any Certificate be worn out or defaced then upon production thereof to the Directors they may order the same to be cancelled and may issue a new Certificate in lieu thereof and if any Certificate be lost or destroyed then upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate.
- 8. If any transfer shall be made of part of the Shares in respect of which a Certificate has been issued the Directors shall upon production of such Certificate and the appropriate transfer or transfers and without charge issue a new Certificate in respect of the balance of the Shares retained.

LIEN, CALLS AND FORFEITURE

9. Regulations 11 to 21 and 33 to 39 of Table A (all inclusive) shall apply to the Company.

TRANSFER OF SHARES

- 10. The transfer of Shares shall be made by instrument in any usual or common form and the transferor shall be deemed to remain the holder of such Shares until the name of the transferee is entered in the Register in respect thereof.
- 11. 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. Upon any such refusal the Directors shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
- 12. Every Instrument of Transfer shall be left duly stamped at the Office for registration accompanied by the Certificate of the Shares to be transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the Shares.
- 13. All Instruments of Transfer which shall be registered shall be retained by the Company but any Instrument of Transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.

14. The Transfer Books and Register may be closed during such period or periods in any year as the Directors may from time to time by Resolution decide but not exceeding in the whole 30 days in each year.

TRANSMISSION OF SHARES

15. Regulations 29 to 32 (inclusive) of Table A shall apply to the Company.

CONVERSION OF SHARES INTO STOCK

16. Regulations 40 to 43 (inclusive) of Table A shall apply to the Company.

ALTERATION OF CAPITAL

- 17. The Company may from time to time by Ordinary Resolution increase its Share Capital by such sum, to be divided into Shares of such amount, as the Resolution shall prescribe.
- 18. The new Shares may be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct and in particular such Shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting. The General Meeting resolving upon the creation of new Shares may authorise their allotment by the Directors.
- 19. The Company may by Ordinary Resolution:
 - (A) consolidate and divide all or any of its Share Capital into Shares of larger amount than its existing Shares;
 - (B) sub-divide its existing Shares, or any of them, into Shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the provisions of Section 61(1)(d) of the 1948 Act;
 - (C) cancel any Shares which at the date of the passing of the Resolution, have not been taken or agreed to be taken by any person.
- 20. The Company may by Special Resolution reduce its Share Capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorised, and consent required, by law.

MODIFYING RIGHTS

21. If at any time the Capital by reason of the issue of Preference Shares or otherwise is divided into different classes of Shares all or any of the rights and privileges

attached to each class may be modified commuted affected or abrogated with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of Shares of that class and all the provisions hereinafter contained as to General Meetings shall mutatis mutandis apply to every such separate General Meeting except that the quorum thereof shall be Members present in person or by proxy holding one-fifth of the nominal amount of the issued Shares of that class. If within half an hour of the time appointed for the Meeting a quorum is not present the Meeting shall stand adjourned to the same day in the next week at the same time and place or such other day at such other time and place as the Directors may determine and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Members present shall be a quorum.

BORROWING POWERS

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22. 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 subject to Section 14 of the Companies Act 1980 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.

GENERAL MEETINGS

- 23. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings and shall specify the Meeting as such in the notice calling it; the Annual General Meeting shall be held at such time (not being more than 15 months after the holding of the last preceding Annual General Meeting) and at such place as may be determined by the Directors. Unless otherwise determined by the Directors every Annual General Meeting shall be held at the Office of the Company No. 142 Holborn Bars London EC1
- 24. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 25. The Directors may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by Section 132 of the 1948 Act.
- 26. Where it is proposed to convene an Annual General Meeting or a Meeting for the passing of a Special Resolution not less than 21 days' notice and in other cases not less than 14 days' notice to the Members entitled to receive notice of and to attend a Meeting specifying the place day and hour of Meeting and in case of special business the general nature of such business shall be given either by advertisement or by notice sent by post or otherwise served as hereinafter provided.

27. Except as provided in these Articles all Members shall be entitled to receive notice of all Meetings of the Company.

28. The accidental omission to give any such notice to any of the Members shall not invalidate any Resolution passed at any such Meeting of the Company.

PROCEEDINGS AT GENERAL MEETING

- 29. The business of an Annual General Meeting shall be to receive and consider the Accounts and the Balance Sheet and the Company and the Reports of the Directors and Auditors to appoint Auditors and fix or determine the manner of fixing their remuneration and to transact any other business which under these Articles ought to be transacted at an Annual General Meeting. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special.
- 30. Two Members present personally or by proxy shall be a quorum for a General Meeting and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.
- 31. The Chairman of the Directors shall be entitled to take the chair at every General Meeting and if the Chairman be not present the Deputy Chairman of the Directors shall be entitled to take the chair. If at any General Meeting neither the Chairman nor of the Meeting the Deputy Chairman shall be present or if present shall decline to take the chair within 15 minutes after the time appointed for holding such Meeting the Directors present shall choose another Director as chairman and if no Director be present or if all the Directors present decline to take the chair then the Meeting Directors present decline to take the chair then the Meeting shall choose one of the Members present to be chairman of the Meeting. Where a General Meeting is called to investigate the conduct of any specified person that person shall be disqualified from presiding thereat.

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- 32. If within half an hour of the time appointed for a General Meeting a quorum is not present such General Meeting if convened upon the requisition of Members shall be dissolved but in any other case it shall stand adjourned to the same day in the next week at the same time and place unless that day shall be Good Friday Christmas Day or other Bank holiday in which case the General Meeting shall stand adjourned to the same day in the week next following such holiday.
- 33. Every question submitted to a General Meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the chairman or the Meeting shall both on the show of hands and at the poll have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

34. At any General Meeting unless a poll is demanded by the chairman of the Meeting or by at least one Member present in person or by proxy and having the right to vote at the Meeting a declaration by the chairman of the Meeting that a Resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such Resolution.

The demand for a poll may be withdrawn.

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- 35. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the chairman of the General Meeting directs and either at once or after an interval or adjournment and the result of the poll shall be deemed to be the Resolution of the General Meeting at which the poll was demanded.
- 36. The chairman of a General Meeting may with the consent of such Meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place.
- 37. The demand of a poll shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which a poll has been demanded.
- 38. Any poll demanded on the election of a chairman of a General Meeting or on any question of adjournment shall be taken without adjournment at the General Meeting at which the poll is demanded.

VOTES OF MEMBERS

39. Subject to any rights or restrictions attached to any class or classes of Shares on a show of hands every Member present in person shall have one vote. At a poll every Member shall have one vote for each Share held by him. At a Member shall be entitled to vote by proxy. No Member poll a Member shall be entitled to vote on a show of present only by proxy shall be entitled to vote on a show of hands save that a Corporation (whether a company within the meaning of the Acts or not) which is a Member may by resolution of its directors or other governing body or by resolution of its directors or other governing body or by resolution of its directors or an officer writing under the hand of one of its directors or an officer writing under the hand of one of its Attorney appoint any duly authorised or under the hand of its Attorney appoint any person (whether a Member or not) to act as its representative person (whether a Member or not) to act as its representative at any General Meeting of this Company and such at any General Meeting of this Company and such representative shall be entitled to exercise the same powers on behalf of the Corporation which he represents as that on behalf of the Corporation which he represents as that Corporation could exercise if it were an individual Member and may vote on a show of hands as if he were a Member.

- 40. Where there are joint registered holders of any Shares any one of such persons may vote at any General Meeting either personally or by proxy in respect of such Shares as if he were solely entitled thereto and if more than one of such joint holders be present at any General Meeting personally or by proxy that one of the said persons whose name stands first in the Register in respect of such Shares shall alone be entitled to vote in respect thereof.
- 41. A Member of unsound mind or who is a patient as defined in Sections 101 and 119 of the Mental Health Act 1959 may vote whether on a show of hands or on a poll by his Committee Receiver Curator bonis or other person in the nature of a Committee Receiver or Curator bonis and any such Committee Receiver Curator bonis or other person may on a poll vote by proxy.
- 42. Votes may be given either personally or on a poll by proxy. The instrument appointing a proxy shall be in writing under the hand or the Appointor or his Attorney or if such Appointor is a Corporation under the hand of one of its directors or an officer duly authorised or under the hand of its Attorney. A proxy need not be a Member.

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- 43. The instrument appointing a proxy and any Power of Attorney or other authority (if any) under which it is signed or an office copy or a notarially certified copy of that Power or other authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the General Meeting not less than one hour before the time for holding the General Meeting or adjourned General Meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than one hour before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
- 44. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or transfer of the Share in respect of which the vote is given unless an intimation in writing of the death insanity revocation or transfer shall have been received at the Office before the General Meeting at which the vote is given.
- 45. An instrument appointing a proxy may be in any usual or common form or in such other form as the Directors shall prescribe. Any form of proxy issued by the Company shall be so worded that a Member may direct his proxy to vote either for or against any of the resolutions to be proposed.
- 46. No Member shall be entitled to be present either personally or by proxy or to vote on any question either personally or by proxy at any General Meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the Shares of such Member.

- 47. No objection shall be made to the validity of any vote except at the General Meeting or poll at which such vote is tendered and every vote whether given personally or by proxy not disallowed at such Meeting or poll shall be deemed valid for all purposes whatsoever of such Meeting or poll. Any such objection made in due time shall be referred to the Chairman of the Meeting, whose decision shall be final and conclusive.
- 48. A resolution in writing signed by all Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or separate written copies of a resolution which in the aggregate are signed by all such Members) shall be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and helds

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DIRECTORS

- 49. No shareholding qualification shall be required for Directors.
- The remuneration of the Directors shall be such sum as may from time to time be determined by Ordinary Resolution at any General Meeting of the Company. Such remuneration shall be divided among the Directors in such proportions and manner as the Directors may determine.
- The office of Director shall ipso facto be vacated:
 - If he become bankrupt or suspend payment or compound with his creditors.
 - If he become of unsound mind or is a patient as defined in Sections 101 and 119 of the Mental Health Act 1959.
 - If he absent himself from the meetings of the Directors during a period of six consecutive months without special leave of absence from the Directors.
 - If by notice in writing to the Company he resign his office.
 - If being a director or employee of Prudential Corporation Limited or of any subsidiary company of that company, he ceases to be a director or employee thereof.
- 52. Section 185 of the 1948 Act shall not apply to the Company so as to prevent the appointment of any person as a Director at any age or to effect the vacation of the office of any Director by his attainment of any age.
- 53. (1) A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall comply in regard to such contract or proposed contract with the requirements of the law as to disclosure of interest.

- (2) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company as vendor, purchase or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established or by reason of the Director voting in respect of any such contract or arrangement in which he is interested.
- 54. Without prejudice to the provisions of Section 184 of the 1948 Act relating to the removal of Directors by Ordinary Resolution the Company may by Extraordinary Resolution remove any Director.

PROCEEDINGS OF DIRECTORS

- 55. The Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit and may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall form a quorum and an alternate shall unless he is a Director be counted in a quorum at a meeting at which the Director appointing him is not present. A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of the Directors. A Director who is not in the United Kingdom the Channel Islands or the Isle of Man shall not be entitled to notice of any meeting of the Directors.
- 56. Questions arising at any meeting of the Directors shall be decided by a majority of votes and in case of an equality of votes the chairman of the Meeting shall have a second or casting vote.
- 57. The Directors may elect a Chairman and a Deputy Chairman of their meetings and determine the period for which they are respectively to hold office. Unless otherwise determined the Chairman and the Deputy Chairman shall respectively hold Chairman and the period of one year from their appointments office for the period of one year from their appointments unless they shall previously resign office or cease to be unless they shall previously resign office or cease to be unless they shall previously resign office or cease to be unless they shall previously resign office or cease to be unless they shall previously resign office or cease to be unless they shall previously resign office or cease to be unless they shall be chairman is not present at neither the Chairman of such meeting. If at any meeting neither the Chairman nor the Deputy Chairman is present at the time appointed for holding the meeting then the Directors the time appointed for holding the meeting then the Directors present shall choose one of their number to be chairman of such meeting.

58. Any Director may in writing appoint any person, who is approved by a majority of the Directors, to be his alternate to act in his place at any meeting of the Directors at which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director when the person appointing him is not personally present, and where he is a Director to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Every such alternate shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him. The remuneration of such an alternate shall be payable out of the remuneration payable to the Director appointing him, and the proportion thereof shall be agreed between them.

- 59. The Directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Directors.
- 60. The meetings and proceedings of any such Committee consisting of two or more Directors shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the preceding Article.
- 61. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting (or separate copies of a resolution which in the aggregate are signed by all such Directors) shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
 - 62. All acts done at any meeting of the Directors or of a Committee of Directors or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or person acting as aforesaid or that they or any Directors or person acting as aforesaid as if every such person of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director.
 - 63. In favour of any person having dealings with the Company any document signed by a Director shall conclusively be deemed to have been signed under the authority of a resolution of the Directors duly passed and shall be binding on the Company accordingly.
 - 64. The Directors shall cause minutes to be entered in books provided for the purpose:-

Of the names of the Directors present at each of their meetings.

Of all resolutions and proceedings of General Meetings of the Company and meetings of the Directors.

Any such minutes and the minutes or records (if any) of meetings of Committees of the Directors if purporting to be signed by the chairman of the meeting to which such minutes or records relate or by the chairman of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes or records.

THE SEAL

65. The Directors shall provide for the safe custody of the Seal and every instrument to which the Seal of the Company is affixed shall be signed by such person or persons as shall be duly authorised by the Directors.

POWERS OF DIRECTORS

66. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not, by the Acts or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these Articles, to the provisions of the Acts and to such regulations, being not inconsistent with the aforesaid Articles or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

PROFITS AND DIVIDENDS

67. The Directors may at any time and from time to time in their absolute discretion determine to make a distribution out of the profits of the Company by way of dividend including any interim dividend that appears to the Directors to be justified by the position of the Company and the sum in respect of which such determination has been made shall be apportioned as dividend on such date as the Directors in their absolute discretion determine and shall announce. The sum so apportioned shall be divided and paid rateably according to the number of Shares held by them respectively amongst the Members who are on the Register on such date as the Directors shall determine and announce contemporaneously with the announcement of the dividend to be paid and of the date for payment thereof.

68. The Directors may before making any such distribution out of the profits of the Company under the preceding Article deduct and set aside such sum or sums as they may think fit as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion either be invested or employed in the business of the Company as the Directors may from time to time think fit.

69. Regulations 119, 121 and 122 of Table A shall apply to the Company.

ACCOUNTS

- 70. At the Annual General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet together with such other accounts and reports as are required by the Acts. All such accounts and reports shall be prepared and dealt with in conformity with the Acts.
- 71. A copy of every account and balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting together with a copy of the Auditors' report and of the Directors' report shall not less than 21 days before such Meeting be served on the Members in the manner in which notices are hereinafter directed to be served and upon any other person entitled by law to receive copies of such documents Provided that if the copies of such documents are sent less than 21 days before such Meeting, they shall, notwithstanding that fact, be deemed to have been duly sent if it is so agreed by all the Members entitled to attend and vote at the Meeting.

AUDIT

72. Auditors shall be appointed and their duties regulated in accordance with the Acts.

NOTICES

- 73. A notice or other document may be served or delivered by the Company upon any Member either personally or by sending it by post to such Member at his registered address or by leaving it in an envelope addressed to the Member at his registered address.
- 74. Each holder of Shares or registered Stock whose registered address is not in the United Kingdom the Channel Islands or the Isle of Man may from time to time notify in writing to the Company an address in the United Kingdom the Channel Islands or the Isle of Man which shall be deemed his address entered in the Register for the purpose of these Articles.
- 75. As regards those Members who have no address in the United Kingdom the Channel Islands or the Isle of Man entered or deemed to be entered in the Register a notice posted up in the Office shall be deemed to be well served on them on the day following that on which it is so posted up.
- 76. Any notice required to be given by the Company to the Members or any of them and not expressly provided for by these Articles or by law shall be sufficiently given if given by advertisement. Any notice required to be or which may be given by advertisement shall be advertised once in at least one leading London daily newspaper.

- 77. All notices with respect to any Shares or registered Stock to which persons are jointly entitled shall be given to whichever of such persons is named first in the Register and notice so given shall be sufficient notice to all the holders of such Shares or Stock.
- 78. Any notice or document sent by post shall be deemed to have been served on the day following that on which the same is posted and in proving such service it shall be sufficient to prove that an envelope containing the notice or document was properly addressed and sent by prepaid post. Any notice or other document delivered or left at a Member's registered address otherwise than by post shall be deemed to have been served on the day it was so delivered or left.
- 79. Every person who by operation of law transfer or other means whatsoever shall become entitled to any Shares or registered Stock shall be bound by every notice in respect of such Shares or Stock which previously to his name and address being entered in the Register shall be duly given to the persons from whom he derives his title to such Shares or Stock.
- 80. Any notice or document delivered or sent by post to or left at the address of any Member as appearing in the Register in pursuance of these Articles shall notwithstanding such Member be then deceased or bankrupt and whether or not such Member be then deceased or bankrupt and whether or not the Company have notice of his decease or bankruptcy be deemed to have been duly served in respect of any Shares or registered Stock whether held solely or jointly with other persons by such Member until some other person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his executors or administrators or trustee in bankruptcy and all persons if any jointly interested with him in any such Shares or Stock.
- 81. The signature to any notice to be given by the Company may be written printed lithographed or otherwise represented or reproduced in visible form.

INDEMNITY

82. To the extent permitted by law every Director manager Secretary and other officer or servant of the Company shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay to him all costs losses and expenses which he may incur or to him all costs losses and expenses which he may incur or become liable to by reason of any contract entered into or any act or deed done by him as such officer or servant or in any way in the discharge of his duties.

Names Addresses and Descriptions of Subscribers

KEITH LEONARD BEDELL-PEARCE Solicitor 142 Holborn Bars London EC1N 2NH

SHAN MARY GRIFFITH Solicitor 142 Holborn Bars London EC1N 2NH Kh Bedell-1-

Dated 14.11.4

Signed in the presence of :-

mg Peppes 34. Crescent Way.

andley Clark

THE COMPANIES ACTS 1948 TO 1976

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

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

Form No. 1

write in this binding marging.

Please complete legibly, preferably

Please complete legibly, preferably in black type, or bold block lettering	Name of Company		X1606736
delete if Inappropriate	STAPLE SECURITIES		Lim
паррознаю			
	The intended situation of the registered on incorporation is as stated below	iffice of the company	
	142 Hollorn Bars		

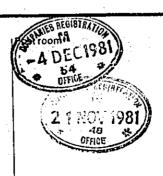
London EC1N 2NH

If 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

If 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 statement

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

K L Bedell-Pearce Solicitor 142 Holborn Bars London EC1N 2NH For official use General section



The name(s) and particulars of the person who is, or the persons who are,

lame'(note 2) KEITH LEONARD BEDELL-PEARCE	Business occupation
ABITH HEOMAND DIBBER STATE	Solicitor
Former name(s) (note 3) NONE	Nationality
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	British
Address (note 4) 23 Brancaster Lane	Date of birth (where applicable)
Purley	(note 6)
Surrey	N/A
Particulars of other directorships (note 5)	
NONE	
hereby consent to act as director of the company named on p	áge 1
Signature IL L Tedell -	Date 17 . II . Y
Name (note 2)	Business occupation
Former name(s) (note 3)	Nationality
Address (note 4)	-
Address (note 4)	Date of birth (where applicable)
	- (note 6)
Particulars of other directorships (note 5)	
	<u> </u>
t hereby consent to act as director of the company named on	page 1
Signature	Date
Name (note 2)	Business occupation
Former name(s) (note 3)	Nationality
Address (note 4)	
Address (IIII)	Date of birth (where applicable)
	(note 6)
t -the disasterships (note 5)	
Particulars of other directorships (note 5)	
	•
I hereby consent to act as director of the company named on	page 1
Signature	Date

Please do not write in this binding margin



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. Please
read the notes
on page 4 before
completing this
part of the form.

Please do not write in this binding margin



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. Please
read the notes
on page 4 before
completing this
part of the form.

The na to be th Name

> Forme Addre

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Sign

Name Form

Addr

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Sign

Signe

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

† delete as appropriate

Signa

Sign

Please do not write in this binding margin



Important

Important
The particulars
to be given are
those referred to
in section
21(2)(a) of the
Companies Act
1976 and section
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Companies Act
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read the notes read the notes on page 4 before completing this part of the form. Please do not write in this binding margin

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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. Please
read the notes
on page 4 before
completing this
part of the form.

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:

Name (notes 2 & 7) SHAN MARY	GRIFFITH		_
			-
ormer name(s)(note 3) NONE			
Address (notes 4 & 7) 29 Chat	sworth Court		··
	ce Road London WE	3	<u>.</u>
1 61101 01			
hereby consent to act as secre	tary of the company nam	ned on page 1	:
Signature S. M.	Gaffith	Date 18. 11. 81.	
Orgination —			
Name(notes 2 & 7)			
			_
Former name(s) (note 3)			
Address (notes 4 & 7)			
			_
I hereby consent to act as secre	etary of the company na	med on page 1 Date	

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

Signed by or on behalf of the subscribers of the memorandum

t delete as appropriate

(Subscriber] [Agent]† Date

Signature

[Subscriber] [Agentit Date 18.11 - 81

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1606736

I hereby certify that

STAPLE SECURITIES 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 the 5TH JANUARY 1982

Assistant Registrar of Companies

Please do not write in this binding margin

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

*Delete if inappropriate

†Specify †Specify
change and
date thereof
and if this
consists of the
appointment of
a new director
or secretary fill
in also the
particulars below

‡Delete as appropriate

§This section applicable to directors only THE COMPANIES ACTS 1948 TO 1980

Notice of change of directors or secretaries or in their particulars



as amended by Section 22 of the Companie		
To the Registrar of Companies	For official use	Company number
Name of Company	<u> </u>	1606736
STAPLE SECURITIES		
		Limited*
hereby notifies you in accordance with Sect as amended by Section 22 of the Companie	tion 200 (4) of the (es Act 1976 that:	Companies Act 1948
† K.L.BEDELL-PEARCE WAS APPOI	INTED A DIRECTO	OR OF
HOLBORN INTERNATIONAL PORTE	FOLIO MANAGERS	I.TMTTED
ON 20 / 11 / 1981		
	·	
Particulars of new director or secretary (see	notes overleaf)	
Name (notes 2 & 7)		
Former name(s) (note 3)		
Address (notes 4 & 7)		
<u> </u>		
I hereby consent to act as [director] [secre	tary]‡ of the compa	ny above-named
Signed		Date
§ Other directorships (note 5)		Nationality
	<u> </u>	Dan Shiah
		Date of birth (note 6) [where applicable]
Business occupation		
	number of cor attached (see no	ntinuation sheets

¶delete as appropriate

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

K.L.BEDELL-PEARCE 142 Holborn Bars London EC1N 2NH

For official use

Post room



page 1

Copy of Resolution passede at an Dull Extraordinary Meeting of Staple Securities Limited held at 142 on 250 cashs.

IT WAS RESOLVED: --

By Special Resolution

- DATA LIMITED. That the name of the Company be changed to DRAGON
 - 2. That the authorised share capital of the Company be increased from £100 to £2,000,000 by the creation of 1,999,900 Ordinary Shares of £1 each.
- 3. That the objects clause of the Memorandum of Association as annexed to the Notice convening the Meeting be adopted by the Company in place of the existing objects clause in the Memorandum of Association and that the form of Articles of Association annexed to the Notice convening the Meeting be adopted by the Company in place of the existing Articles of Association.

CERTIFIED A TRUE COPY

Cholyman

OHETHIRII

Secretary

Mid. Eno-647429

-3 NOV 1982

FILE COPY



ON CHANGE OF NAME

No.

1606736

/8

I hereby certify that

STAPLE SECURITIES LIMITED

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

DRAGON DATA LIMITED

Given under my hand at Cardiff the 30TH NOVEMBER 1982

Assistant Registrar of Companies

THE COMPANIES ACTS 1948 TO 1981

- and -

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

DRAGON DATA LIMITED

(on 25th October 1982 the Company passed a Special Resolution to change its name from Staple Securities Limited to Dragon Data Limited)

Registered Number: 1606736

KEITH BEDELL-PEARCE Solicitor 142 Holborn Bars London ECIN 2NH

ADOPTED AT E. G. 10. 82

ADOPTED AT E. G. 10. 82

ADOPTED AT E. G. 10. 82

ANOV 1982

DRAGON DATA LIMITED

MEMORANDUM OF ASSOCIATION (amended by Special Resolution on 25th October 1982)

- The name of the Company is "Dragon Data Limited".
- The registered office of the Company is situate in England.
- The objects for which the Company is established are: (A) To carry on the business of designers, manufacturers and suppliers (whether by sale, lease, hire purchase or otherwise) of computers and computer software; to carry out, undertake, organise and provide facilities for scientific and technical research and to undertake experimental work with computers and computer software; to discover and develop new computer processes and materials and to obtain rights of development, manufacture and supply in
- (B) To buy, sell, manufacture, refine, manipulate, prepare for market and in any other way deal with and in goods, products, substances, materials, plant, machinery, apparatus and things of every description and of any nature
- (C) To plan, provide and procure services and facilities of every description and of any nature

(D) To carry on business as bankers, capitalists,

- financiers, industrialists and merchants.
 (E) To carry on business as carriers by land, sea or air and as wharfingers, lightermen, warehousemen, builders charterers and owners of land, sea and air transport of all kinds, and as transport agents and lorwarders of goods; to purchase, lease or otherwise acquire, construct, equip, maintain, improve, manage or control, or aid in or subscribe towards the promotion, construction, equipment, maintenance, improvement, working, management or control of works, undertakings, and operations of all kinds, both public and
- (F) To carry on in any part of the world any other business, whether financial, commercial, industrial or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or calculated directly or indirectly to further or facilitate the objects of the Company or to enhance the value of or render more profitable any of the Company's property, rights or interests.

(G) To build, construct, maintain, alter, enlarge, pull down, remove and replace any buildings, walls, wharves, roads, railways, machinery, engines, fences, banks, dams, sluices or watercourses, or carry out any other works which may be convenient or necessary in connection with any business or objects of the Company.

(H) To acquire, hold, manage, develop, dispose of and deal with any real or personal property, rights or interests on such terms and in such manner as the Company may think (I) To acquire and undertake the whole or any part of the business, goodwill and assets of any person or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on or which can be carried on in conjunction therewith, or which are capable of being conducted directly or indirectly to the benefit of the Company and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person or company, or to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for cooperation, or for limiting competition, or for mutual assistance, with any such person or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon, and to hold and retain or sell, mortgage and deal will any shares, debentures or other securities or rights so received.

(J) To subscribe for, take, purchase or otherwise acquire and hold shares, debentures, or other securities or rights issued or guaranteed by any company constituted or cerrying on business or proposing to carry on business in any part of the world, and funds, loans or other securities or rights of or issued or guaranteed by any government, state or

dominion, public body or authority (whether supreme,

municipal, local or otherwise) in any part of the world.

(K) To make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire and protect, prolong, renew, experiment upon, test, improve and seek to improve in any part of the world any inventions, patents, patent rights, brevets d'invention, trade marks, trade or brand names, designs, copyrights, licences, concessions, protections or similar rights which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money thereon.

(L) To improve, manage, cultivate, develop, grant rights and privileges in respect of, or otherwise deal with all or any part of the property, rights and interests of the

Company.

and the second s

(M) To invest and deal with the moneys of the Company in such manner as may from time to time be determined.

(II) To lend and advance money or give credit to such persons or companies on such terms as may seem extedient and whether with or without security, but not to carry on the

business of a registered money-lender.

(0) To receive money on deposit or loan, and to borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures (perpetual or otherwise) or other securities or rights and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also (whether or not for any consideration) by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

(P) To guarantee, support or secure, whether 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 of and the repayment or payment of the principal amount of and premiums, interest and dividends on any share debentures or other securities or rights of any person or company, including (without prejudics to the generality of the foregoing) any company which is for the time being the Company's holding company as defined in Section 154 of the Companies Act, 1948, or another subsidiary as defined by the said section of the Company's holding company or otherwise associated with the Company in business.

(Q) To vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or company on behalf or for the benefit of the Company, and with or without any declared trust in favour of

the Company.

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

(S) To apply for, promote and obtain any legislation, charters, privileges, concessions, licences or authorisations of any government or authority (whether supreme, municipal, local or otherwise) and any provisional order or licence for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any legislation, actions, steps, proceedings or applications which may appear directly or indirectly to be adverse to the interests of the Company or of its members.

(T) To enter into any arrangements with any governments or authorities (whether supreme, municipal, local or otherwise), or any companies or persons, that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions

contracts, decrees, rights, privileges and concessions.

(U) To remunerate any person or Company rendering services to the Company, whether by cash payment or by the allotment to him or them of or the grant of options over shares, debentures or other securities or rights of the Company credited as paid up in full or in part or otherwise.

(V) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incidental to the formation and registration of or the raising of money for the Company or the issue of its share or loan capital, or the application to any Stock Exchange for permission to deal in and for quotation for any or all of its share or loan capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities or rights of the Company.

To establish, maintain, participate in and contribute to or procure the establishment and maintenance of, participation in and contribution to any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations. gratuities, pensions, allowances, benefits and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and to establish, subsidise and subscribe to any institution, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any 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 establish and contribute to any scheme for the purchase by trustees of shares in the Company or its holding company to be held for the benefit of the Company's employees to enable them to purchase such shares, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, or for any other purpose which may be considered directly or indirectly to further the objects of the Company or the interests of its members, and to do any of the matters aforesaid either alone or in conjunction with others.

(X) To procure the Company to be registered or recognised in any dominion, colony or dependency and in any

foreign country or place.

(Y) To promote any other company for the purpose of acquiring all or any of the property and/or undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely directly or indirectly to assist or benefit the Company and to place or guarantee the placing of, underwrite, subscribe fc., or otherwise acquire all or any part of the shares, debentures or other securities or right of any such company as aforesaid.

(Z) To sell, lease, mortgage, grant options over, dispose of or otherwise deal with the whole or any part of the undertaking, property or assets of the Company or any interest therein for such consideration as the Company may think fit, and in particular for shares, whether fully or partly paid-up, debentures or other securities or rights of any other company, government or authority (whether supreme, municipal, local or otherwise).

(AA) To distribute among the members of the Company in kind any property of the Company (whether by way of dividend or otherwise), and in particular any shares, debentures, or other securities or rights of other companies, governments or authorities (whether supreme, municipal, local or otherwise) belonging to the Company or of which the Company may have the power of disposing.

(BB) To do all or any of the above things and such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them in any part of the world, either itself or through the medium of any subsidiary or associated companies or otherwise and whether as principals, agents, trustees, contractors or otherwise, or whether by or through agents, trustees, sub-contractors or otherwise, and either alone or in conjunction with others.

And it is hereby declared that:-

(A) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom

or elsewhere; and

- (B) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph, the order in which the same occur or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs lefined the objects of a separate and distinct company.
- The liability of the members is limited.
- 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

K L Bedell-Pearce 142 Holborn Bars London ECIN 2NH Solicitor

S M Griffith 142 Holborn Bars London ECIN 2NH Solicitor

One

One

Dated 18th November 1981

WITNESS to the above Signatures: -

M J Pepper 34 Crescent Way Aveley Essex Clerk

(Note: By Special Resolution of the Company on 25th October 1982 the share capital of the Company was increased to £2,000,000 divided into 2,000,000 shares of £1 each)

THE COMPANIES ACTS 1948 - 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

DRAGON DATA LIMITED

(Adopted by Special Resolution passed on 25th October 1982)

THE COMPANIES ACTS 1948 - 1981 COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF DRAGON DATA LIMITED

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ARTICLES OF ASSOCIATION

PRELIMINARY

In these Articles unless there be something in the subject or context inconsistent therewith -

"The Company" and "this Company" mean the company of which these Articles are the Articles of Association.

"The 1948 Act" means the Companies Act 1948.

"The Acts" means the Companies Acts 1948 to 1981 and any statutory reenactment or amendment thereof for the time being

"The Office" means the Registered Office for the time being of the Company.

"The Register" means the Register of Members to be kept pursuant to Section 110 of the 1948 Act.

"Month" means calentar month.

"In writing" or "written" include printing lithography and other modes of representing or reproducing words in a visible form.

"Member" means member of the Company.

"The Directors" means the directors for the time being of the Company.

"The Secretary" means the secretary of the Company or one of the secretaries of the Company if for the time being there be more than one.

"Share" means share in the Company.

"Extraordinary Resolution" and "Special Resolution" have the meanings assigned thereto respectively by Section 141 of the 1948 Act except that the words "four fifths" shall be deemed to be substituted for the words "three fourths" appearing in sub-section (1) of that Section.

"United Kingdom" means England Scotland Wales and Northern Ireland.

"Table A" means Table A in the First Schedule to the 1948 Act as amended.

"Associate" means in relation to a company a subsidiary of that company or the ultimate holding company of that company or another subsidiary of that company's ultimate holding company.

Words importing the singular number include the plural number and vice versa.

Words importing the masculine gender include the feminine gender.

Words denoting persons include corporations.

Save as hereby expressly provided none of the regulations of Table A or any other table set out in any enactment relating to companies has any application to the Company.

SHARES

- 2. The Share Capital of the Company at the date of adoption these Articles is 2,000,000 Ordinary Shares of £1 each.
- 3. The Company is a private company.
- 4. None of the funds of the Company shall be employed in the purchase of, or in the provision of financial assistance for the purchase of, or lent on the security of Shares.
- 5. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any Share as the absolute owner thereof and accordingly shall not be bound (except as ordered by a Court of competent jurisdiction or as by law required) to recognise any equitable or other claim to or interest in such Share on the part of any other person.

CERTIFICATES

- 6. The Certificates of title to Shares shall be issued under the Seal of the Company affixed thereto with the authority of the Directors.
- 7. Every Member shall be entitled to a Certificate for the Shares registered in his name Provided that in respect of Shares held jointly by several persons the Company shall not be bound to issue more than one Certificate and delivery of a Certificate for Shares to one of several joint holders shall be sufficient delivery to all such holders. Every Certificate of Shares shall specify the Shares in respect of which it is issued and the amount paid up thereon.
- 8. If any Certificate be worn out or defaced then upon production thereof to the Directors they may order the same to be cancelled and may issue a new Certificate in lieu thereof and if any Certificate be lost or destroyed then upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate.
- 9. If any transfer shall be made of part of the Shares in respect of which a Certificate has been issued the Directors shall upon production of such Certificate and the appropriate transfer or transfers and without charge issue a new Certificate in respect of the balance of the Shares retained.

LIEN, CALLS AND FORFEITURE

10. Regulations 11 to 21 and 33 to 39 of Table A (all inclusive) shall apply to the Company.

TRANSFER OF SHARES

- 11. The transfer of Shares shall be made by instrument in any usual or common form and shall be executed by the transferor and in the case of partly-paid shares by the transferee. The transferor shall be deemed to remain the holder of such Shares until the name of the transferee is entered in the Register in respect thereof. Shares of different classes shall not be included in the same instrument of transfer.
- 12. (1) Except as provided in paragraphs (7) (8) (9) and (10) of this Article no Shares shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (2) Every person who desires to transfer any Share or Shares (hereinafter called "the Transferor") shall give to the Company notice in writing of such desire (hereinafter called a "transfer notice"). No transfer notice shall relate to more than one class of Shares. Subject as hereinafter