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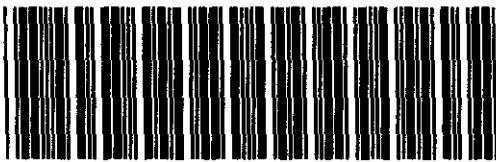
**CERTIFICATE OF INCORPORATION
OF A PRIVATE UNLIMITED COMPANY**

Company No. 4259182

The Registrar of Companies for England and Wales hereby certifies that
CARP (UK) 5

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

Given at Companies House, London, the 25th July 2001



N04259182I

A handwritten signature in black ink, appearing to read 'Dunier Cig'.

For The Registrar Of Companies



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

Package: 'Laserform'
by Laserform International Ltd.

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

4259182

Company Name in full

CARP (UK) 5

I, Bronwen Elizabeth Jones

of Allen & Overy

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] ~~PERSON NAMED AS XXXXXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXX~~ in the statement delivered to the Registrar under section 10 of the Companies Act 1985 † and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

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

Declarant's signature

Bronwen E. Jones

Declared at

STEPHENSON HARWOOD, 1ST. PAULS CHURCHYARD, LONDON, EC4M 8SH

Day Month Year

On

2 | 5 | 0 | 7 | 2 | 0 | 0 | 1

● Please print name.

before me ●

EDWARD T. DAVIS

Signed

Edward T. Davis

Date

25 July, 2001

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

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Allen & Overy
One New Change
London EC4M 9QQ

LC/BEJ/CO: 863081 Tel 020 7330 3000
DX number DX 73 DX exchange DXExch



LD1
COMPANIES HOUSE
WLT3KE2N4*
0246
25/07/01

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Package: 'Laserform'
by Laserform International Ltd.

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

4259182

Company Name in full

CARP (UK) 5

Proposed Registered Office

(PO Box numbers only, are not acceptable)

KIRKLINGTON ROAD, EAKRING,

NEWARK

Post town

NOTTINGHAM

County / Region

NOTTINGHAMSHIRE

Postcode

NG22 0DZ

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

Agent's Name

Allen & Overy

Address

One New Change

Post town

London

County / Region

Postcode

EC4M 9QQ

Number of continuation sheets attached

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

Allen & Overy
One New Change
London EC4M 9QQ

LC/BEJ/CO: 862090

Tel 020 7330 3000

DX number DX 73

DX exchange DXExch

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LD1
COMPANIES HOUSE

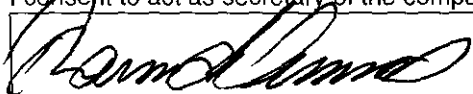
0245
25/07/01

Company Secretary (see notes 1-5)Company name **NAME** *Style / Title*Honours etc * Voluntary detailsForename(s) Surname Previous forename(s) Previous surname(s) **Address****Usual residential address**

For a corporation, give the registered or principal office address.

Post town County / Region Postcode Country

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

Consent signature**Date****Directors** (see notes 1-5)*Please list directors in alphabetical order***NAME** *Style / Title*Honours etc Forename(s) Surname Previous forename(s) Previous surname(s) **Address****Usual residential address**

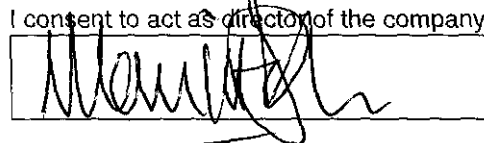
For a corporation, give the registered or principal office address.

Post town County / Region Postcode Country

Day Month Year

Date of birth**Nationality** **Business occupation****Other directorships**

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

Consent signature**Date**

Directors (continued) (see notes 1-5)

NAME	*Style / Title	Mr	*Honours etc	
	Forename(s)	Christian Mark Cecil		
* Voluntary details	Surname	Purslow		
	Previous forename(s)			
	Previous surname(s)			
	Address	59 Drax Avenue		
Usual residential address For a corporation, give the registered or principal office address.	Post town	London		
	County / Region		Postcode	SW20 0EZ
	Country	United Kingdom		
	Date of birth	Day	Month	Year
		1 4	1 2	1 9 6 3
	Nationality	British		
Business occupation	Director			
Other directorships	See attached schedule.			

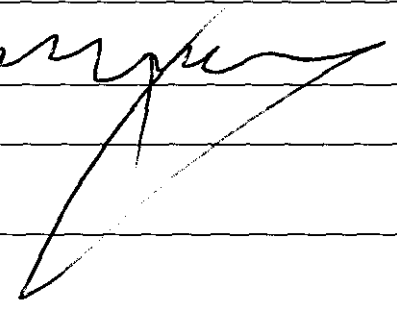
I consent to act as director of the company named on page 1

Consent signature  Date 25th July, 2001

This section must be signed by

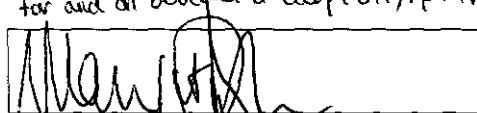
Either

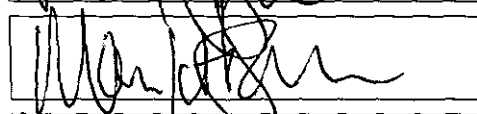
an agent on behalf of all subscribers

Signed  Date

Or the subscribers

(i.e those who signed as members on the memorandum of association).

Signed  Date 25th July, 2001

Signed  Date 25th July, 2001

Signed For and on behalf of Comp (UK) 3A Limited Date

Signed Date

Signed Date

Signed Date

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.
The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was:**
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

SCHEDULE OF OTHER DIRECTORSHIPS OF MANJIT DALE

Burlington Biscuits (Holdings) Limited
Burlington Biscuits International Limited
Burlington Biscuits Limited
Burlington Finance Limited
Cork Street Limited
United Biscuits Group (Investments) Limited (name changed from Bladeland Limited)
Deluxestar Limited
United Biscuits Finance PLC (name changed from Dreadstar Limited)
Finalrealm Limited
Regentrealm Limited
Runecorp Limited
Solvecorp Limited
McVitie & Price Limited
Ross Young's Holdings Limited
UB Foods US Limited
UB Group Limited
UB Humber Limited
UB International Sales Limited
UB Investments Public Limited Company
UB Limited
UB Overseas Limited
UB Snack Foods Limited
United Biscuits (Holdings) Limited
United Biscuits (UK) Limited
Amertranseuro International Holdings Limited
Carp (UK) 1 Limited
Carp (UK) 2 Limited
Carp (UK) 3 Limited
DBCP Management Services Limited

SCHEDULE OF OTHER DIRECTORSHIPS OF CHRISTIAN PURSLOW

Purslow French Property
William Green & Son Limited
Carp (UK) 1 Limited
Carp (UK) 2 Limited
Carp (UK) 3 Limited
DBCP Management Services Limited

THE COMPANIES ACT 1985

AN UNLIMITED COMPANY HAVING A SHARE CAPITAL

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
CARP (UK) 5

INCORPORATED ON [] JULY, 2001

No. []

ALLEN & OVERY

LONDON
CO:864267.1

Sidney Esso
NINE
NW 134752

4259182

Company number
[]

THE COMPANIES ACT 1985

AN UNLIMITED COMPANY HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

CARP (UK) 5

1. The Company's name is "CARP (UK) 5".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (1) to carry on business as a general commercial company;
 - (2) to carry on any trade or business whatsoever;
 - (3) to do all such things as are, in the opinion of the directors, incidental or conducive to the carrying on of any trade or business by it;
 - (4) to do all such things as the directors consider to be desirable or for the benefit of the Company;
 - (5) to borrow or raise money by any method and to obtain any form of credit or finance;
 - (6) to secure the payment of any moneys, the discharge of any liabilities and the observance or performance of any kind of obligations by the Company by any charge over the whole or any part of the undertaking or assets of the Company;
 - (7) to guarantee in any manner, or to enter into any indemnity or other arrangement in relation to, the discharge of any liabilities or the observance or performance of any kind of obligations of any person and to secure any such guarantee, indemnity or arrangement or the discharge of any liabilities or the observance or performance of any such obligations by any charge over the whole or any part of the undertaking or assets of the Company;
 - (8) to give any financial assistance that may lawfully be given in connection with the acquisition of shares in the Company or any other company;
 - (9) to dispose of all or any part of the undertaking, assets and liabilities of the Company;



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- (10) to provide or arrange for pensions, lump sum payments, gratuities, life, health, accident and other insurances and other benefits (pecuniary or otherwise) of every kind to or for the benefit of any individuals who are or have been directors of, or employed by, or who provide or have provided services to or for, the Company or any body corporate which is or has been a subsidiary, holding company or fellow subsidiary of the Company or otherwise connected with the Company or the predecessors in business of the Company or of any such subsidiary, holding company or fellow subsidiary or connected company and to or for the benefit of the present or former spouses, children and other relatives and dependants of such individuals and others who have or formerly had with any such individuals any relationship of such a kind as the directors may approve; and for those purposes to establish or participate in any fund or scheme, to effect or contribute to any form of insurance and to enter into any other arrangements of any kind which the directors may approve;
- (11) to support and subscribe to any institution or association which may be for the benefit of the Company or its directors or employees or connected with any town or place where the Company carries on business, to support and subscribe to any charitable or public object whatsoever and to make donations to bodies, associations or causes with political objects;
- (12) to act as trustee, personal representative, director or agent of any kind and for any purpose;
- (13) to exercise any power of the Company for any consideration of any kind or for no consideration;

and it is declared that:

- (a) this clause shall be interpreted in the widest and most general manner and without regard to the *eiusdem generis* rule or any other restrictive principle of interpretation;
- (b) each of the above subclauses shall, unless it expressly provides to the contrary, be deemed to set out a separate, distinct and independent object of the Company and not a power ancillary or incidental to the objects set out in any other subclause;
- (c) subclauses (2) to (13) are without prejudice to the generality of the objects and powers conferred by subclause (1) and no subclause shall be in any way limited or restricted by reference to or inference from any other subclause;
- (d) in this clause:
 - (i) "assets" includes property, rights and interests of every description, whether present or future, actual or contingent and wherever situate and, in the case of the Company, its uncalled capital;
 - (ii) "charge" includes any mortgage, pledge, lien or other form of security;
 - (iii) "dispose of", in relation to an asset, includes selling or transferring it or surrendering or extinguishing it, and also creating or granting it or any interest or right out of or in respect of it;
 - (iv) "liabilities" includes debts and obligations of every description, whether present or future, actual or contingent; and

- (v) "person" includes any partnership or other body of persons, whether corporate or unincorporate, and any country, territory, public authority and international organisation.

4. The liability of the members is unlimited.


We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our respective names.

Signatures, names and addresses of subscribers

**Number of shares
taken by each
subscriber**

1. Carp (UK) 4 Limited, 9 Cheapside, London, EC2V 6AD

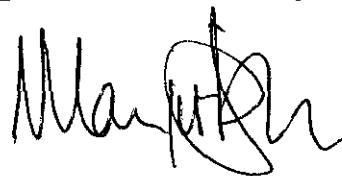
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for and on behalf of Carp (UK) 4 Limited

2. Carp (UK) 3A Limited, 9 Cheapside, London, EC2V 6AD

1



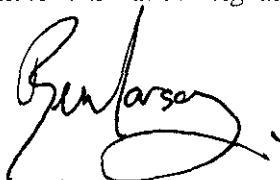
for and on behalf of Carp (UK) 3A Limited

Total shares taken

2

Dated 25th July, 2001

Witness to the above signatures:



B. MARSON
ONE NEW CHANGE
LONDON EC4M 9GG

Company number

[]

THE COMPANIES ACT 1985

AN UNLIMITED COMPANY
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

CARP (UK) 5

PRELIMINARY

1. Except as otherwise provided in these articles, the regulations contained in Table A shall apply to the Company. For the purposes of these articles, Table A means 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.
2. (1) In these articles, unless the contrary intention appears:
 - (a) the "Statutes" means the Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Act; and
 - (b) words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations.
- (2) Headings to these articles are inserted for convenience only and shall not affect construction.

SHARE CAPITAL

3. (1) The share capital of the Company at the date of adoption of these articles is £100 divided into 100 ordinary shares of £1 each.
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- (2) The directors are generally and unconditionally authorised, in accordance with section 80 of the Act, to exercise all the powers of the Company to allot relevant securities up to a maximum nominal amount of £98.
 - (3) The authority contained in paragraph (2) shall expire on the day five years after the date of the incorporation of the Company but the Company may, before the authority expires, make an offer or agreement which would or might require relevant securities to be allotted after it expires.
 - (4) Unless otherwise determined by special resolution:
 - (a) before allotting any equity securities (as defined in section 94 of the Act) the directors shall offer them for subscription to every person who at the date of the offer is a holder of ordinary shares;
 - (b) the offer referred to in sub-paragraph (a) (the "Offer") shall be made by notice in writing stating the number or amount of equity securities being offered, the price at which the equity securities are offered (the "Offer Price") and any other terms of the Offer;
 - (c) the Offer shall remain open for the period (being not less than 21 days) specified in the notice and, if not accepted within that period, the Offer will be deemed to be declined by the holder concerned;
 - (d) the directors shall allot the equity securities (in the case of competition) to those holders who apply for them in proportion (as far as practicable) to the number of ordinary shares then held by them respectively, but so that an applicant shall not be allotted more shares than the number for which he has applied; and
 - (e) any equity security not taken up under the Offer may (at any time up to three months after the expiry of the Offer) be allotted by the directors at such price (being not less than the Offer Price), on such terms (being no less favourable to the Company than the terms of the Offer), in such manner and to such persons as the directors think fit.
 - (5) Section 89(1) of the Act (which regulates the power to allot equity securities, as defined in section 94 of the Act) is excluded.
 - (6) The Company may by special resolution:
 - (a) increase the share capital by such sum to be divided into shares of such amount as the resolution may prescribe;
 - (b) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
 - (c) subdivide its shares, or any of them, into shares of a smaller amount than its existing shares;
-

-
- (d) 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;
 - (e) reduce its share capital and any share premium account in any way.
- (7) Regulations 3, 32, 34 and 35 of Table A (issue of redeemable shares, alteration of share capital and purchase of own shares) shall not apply.

TRANSFER OF SHARES

4. (1) Except as provided in articles 5 and 6 neither a member nor a person entitled to shares in the Company by transmission shall be entitled to dispose of any interest in any of his shares without first offering them for transfer to the other holders of shares in the Company whether or not of the same class. The offer may be in respect of all or part only of the shares held by the proposing transferor and shall be made by the proposing transferor giving notice to the Company in accordance with paragraph (2) (a "Transfer Notice").
- (2) The Transfer Notice shall specify the shares offered (the "Offered Shares") and the price at which they are offered (the "Specified Price"). The Transfer Notice shall constitute the Company the agent of the proposing transferor for the sale of the Offered Shares to other holders of shares whether or not of the same class at the Specified Price. The Transfer Notice may contain a provision that, unless all the Offered Shares are sold under this article, none shall be sold. The Transfer Notice may not be revoked without the consent of the directors.
- (3) On receipt by the Company of the Transfer Notice the directors shall as soon as practicable give notice to all the holders of shares whether or not of the same class as the Offered Shares (other than the proposing transferor) of the particulars of the Offered Shares and the Specified Price. The notice shall invite each of the holders to notify the Company whilst the offer remains open whether he is willing to purchase any, and if so what maximum number, of the Offered Shares. The directors shall at the same time give a copy of the notice to the proposing transferor. The offer shall remain open for a period of 30 days from the date of the notice given by the directors under this paragraph unless a holder gives notice to the Company under paragraph (4) in which case the offer shall remain open for a period of 14 days from the date of the notice given by the directors under paragraph (4) or until the expiry of the 30 day period from the date of the notice given by the directors under this paragraph, whichever is the longer.
- (4) Any holder who has been given notice under paragraph (3) may, not later than seven days after the date of the notice, give notice to the Company requesting that the Fair Price for the Offered Shares be ascertained under article 7. On receipt of such notice the Company shall request the auditors of the Company to ascertain the Fair Price as at the date on which the Transfer Notice is received by the Company and by reference to the information available at that date. On receipt by the Company of the auditors' statement of the Fair Price the directors shall give notice to all the holders of shares whether or not of the same class as the Offered Shares of the Fair Price and if the Fair Price is less than the Specified Price, the Specified Price shall be deemed to be the Fair Price for the purpose of this article.
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- (5) On the expiry of the offer period referred to in paragraph (3) the directors shall allocate the Offered Shares to those holders who have notified the Company of their willingness to purchase them and (in the case of competition) the allocation shall be made so far as practicable in proportion to the number of shares whether or not of the same class held by them respectively but so that no holder shall be allocated more shares than the number of Offered Shares in respect of which he has notified his willingness to purchase. If the Transfer Notice contains a provision that, unless all the Offered Shares are sold under this article, none shall be sold, no allocation of the Offered Shares shall be made under this paragraph unless all the Offered Shares are allocated.
 - (6) On the allocation being made, the directors shall give notice of the allocation to the proposing transferor and to each holder who notified his willingness to purchase and, on the seventh day after notice of the allocation is given, the holders to whom the allocation has been made shall be bound to pay the purchase price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the proposing transferor shall be bound, on payment of the purchase price, to transfer the Offered Shares to the respective purchasers.
 - (7) If after becoming bound to transfer any Offered Shares the proposing transferor fails to do so, the Company may receive the purchase price and the directors may appoint a person to execute an instrument of transfer of those Offered Shares in favour of the purchaser and shall cause the name of the purchaser to be entered in the register of members of the Company as the holder of those Offered Shares and the Company shall hold the purchase price in trust for the proposing transferor. The receipt of the Company shall be a good discharge to the purchaser and, after his name has been entered in the register of members of the Company under this provision, the validity of the proceedings shall not be questioned by any person.
 - (8) If, within a period of seven days after the expiry of the offer period referred to in paragraph (3), any of the Offered Shares are not allocated under paragraph (5), the proposing transferor may (subject to the provisions of article 8) at any time within a period of 90 days after the expiry of that further seven day period transfer the unallocated Offered Shares to any person and at any price (being not less than the Specified Price) provided that:
 - (a) if the Transfer Notice contains a provision that, unless all the Offered Shares are sold under this article, none shall be sold, no transfer of any Offered Shares shall be made under this paragraph unless all the Offered Shares are transferred; and
 - (b) the directors may require to be satisfied that the unallocated Offered Shares are to be transferred under a *bona fide* sale for the consideration stated in the transfer without any deduction, rebate or allowance to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the directors' absolute discretion to refuse to register any transfer of shares under article 8).
 - (9) If a member or a person entitled to a share by transmission at any time attempts to deal with or dispose of any interest in a share otherwise than in accordance with this article or articles 5 or 6, he shall be deemed immediately before the attempt to have
-

served the Company with a Transfer Notice in respect of the share. The Transfer Notice shall be deemed to have been received by the Company on the date on which the directors receive actual notice of the attempt. The Specified Price shall be the Fair Price ascertained under article 7 as at the date on which the Transfer Notice is deemed to have been received by the Company and by reference to the information available at that date. The directors shall give notice under paragraph (3) as soon as the Specified Price is ascertained.

- (10) The restrictions on transfer contained in this article shall apply to all transfers and transmissions operating by law or otherwise.
5. (1) Shares in the Company may be transferred in accordance with the following sub-paragraphs:
- (a) a member may transfer any of his shares to a Connected Person of his or to another member or to a Connected Person of another member;
 - (b) a person entitled to shares by transmission may transfer any of his shares to a Connected Person of the member from whom he derives his entitlement or to another member or to a Connected Person of another member;
 - (c) the trustees of a Family Trust may, on any change of trustees, transfer any shares held by them in that capacity to the new trustees of that Family Trust;
 - (d) the trustees of a Family Trust may transfer any shares held by them in that capacity to a person who has an immediate beneficial interest under the Family Trust or to a Connected Person of that beneficiary;
 - (e) a corporate member may transfer any of its shares to another member of its Wholly-owned Group; and
 - (f) a member may transfer any of his shares to a person approved in writing by the holders of not less than three-fourths of all the shares for the time being in issue;
- but a trustee of a Family Trust may not transfer any shares held by him in that capacity to a Connected Person of his except where permitted under sub-paragraph (c) or (d).
- (2) If any trust whose trustees hold shares in the Company ceases to be a Family Trust the trustees shall without delay notify the Company that such event has occurred and shall give a Transfer Notice in respect of those shares and, if the trustees fail to give a Transfer Notice, they shall be deemed immediately following such event to have served the Company with a Transfer Notice in respect of those shares.
- (3) If a corporate member holding shares transferred to it under paragraph (1)(e) ceases to be a member of the same Wholly-owned Group as the corporate member who originally held those shares, the corporate member then holding those shares shall without delay notify the Company that such event has occurred and shall give a Transfer Notice in respect of those shares and, if the corporate member fails to give a
-

Transfer Notice, it shall be deemed immediately following such event to have served the Company with a Transfer Notice in respect of those shares.

- (4) If a Transfer Notice is given or is deemed to have been served on the Company under paragraph (2) or (3), the provisions of article 4 shall apply to the shares. The Transfer Notice (if not actually given) shall be deemed to have been received by the Company on the date on which the directors receive actual notice of the relevant event. The Specified Price shall be the Fair Price ascertained under article 7 as at the date on which the Transfer Notice is either actually given or deemed to have been received by the Company and by reference to the information available at that date. The directors shall give notice under article 4(3) as soon as the Specified Price is ascertained.
- (5) For the purposes of this article:
- (a) "Connected Person" in relation to a person means his spouse, child or remoter issue or the trustees of a Family Trust acting in that capacity;
 - (b) "Family Trust" means a trust (whether arising under a settlement or testamentary disposition or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than a member or a Connected Person of a member or of the former member who transferred the shares to the settlement or (as the case may be) under whose testamentary disposition or intestacy the shares were vested; and
 - (c) "Wholly-owned Group" means a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company (including any wholly-owned subsidiary of the body corporate).
6. (1) Where a member, being an individual, dies (a "Deceased Shareholder") his shares in the Company may be transferred during the Relevant Period (as defined below) to:
- (a) a Connected Person of the Deceased Shareholder or to another member or to a Connected Person of another member; or
 - (b) a person approved in writing by the holders of not less than three-fourths of all the shares for the time being in issue,
- in accordance with article 5. If any of his shares are not so transferred, the directors may, and on the application of any other member shall, by notice addressed to the Deceased Shareholder and served at his registered address, require that the shares be offered to the other holders of shares whether or not of the same class at a price to be ascertained in accordance with this article. The personal representatives of the Deceased Shareholder may also, by notice served on the Company, at any time state their wish to offer the shares to those other holders at that price.
- (2) The price for the transfer of those shares shall be either:
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- (a) such price as may be agreed between the personal representatives of the Deceased Shareholder and the directors; or
- (b) in the absence of such agreement within 30 days of the date of a notice served by the directors or by the personal representatives under paragraph (1) (or such longer period the directors may decide) the Fair Price ascertained under article 7 as at the date a notice is given under paragraph (1) and by reference to the information available at that date.
- (3) On the price for the shares being ascertained, the Deceased Shareholder shall be deemed to have served the Company with a Transfer Notice and the provisions of article 4 shall apply to the shares. The Specified Price shall be the price ascertained under paragraph (2).
- (4) For the purposes of this article the "Relevant Period" means the period of 12 months from the death of the Deceased Shareholder except that, if probate is not granted in respect of the Deceased Shareholder's estate before the expiry of six months after his death, the Relevant Period shall be the period from his death until the expiry of six months after the date of the grant of probate or, if shorter, the period of 15 months from his death.
7. (1) For the purposes of articles 4, 5 and 6 "Fair Price" means the price which the auditors of the Company state in writing to be in their opinion the fair value of the shares on a sale as between a willing seller and a willing purchaser (taking no account of whether the shares do or do not carry control of the Company) and, if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so.
- (2) In stating the Fair Price the auditors (whose charges shall be borne by the Company) shall act as experts and not as arbitrators and their decision shall be final and binding on the parties.
8. (1) Except in the case of a transfer of a share made in accordance with articles 4(6) or (7) or 5, the directors may, in their absolute discretion and without assigning any reason, refuse to register any proposed transfer of a share, whether or not it is a fully paid share.
- (2) The directors may also refuse to register a transfer of a share on which the Company has a lien.
- (3) A person executing an instrument of transfer of a share is deemed to remain the holder of the share until the name of the transferee is entered in the register of members of the Company in respect of it.
- (4) The first sentence of regulation 24 of Table A shall not apply.

GENERAL MEETINGS

9. The words "at least seven clear days' notice" shall be substituted for the words "at least fourteen clear days' notice" in regulation 38 of Table A.
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10. A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be amended accordingly.
11. (1) A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:
- (a) to hear each of the other participating members addressing the meeting; and
 - (b) if he so wishes, to address all of the other participating members simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.
- (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum.
- (3) A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
- (4) A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains. Regulation 46 of Table A shall be amended accordingly.
- (5) References in this article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.

SHAREHOLDERS' RESOLUTIONS

12. A resolution in writing signed or approved by letter, facsimile, telegram or telex by or on behalf of all the members of the Company who would be entitled to vote on it if it had been proposed at a general meeting or at a meeting of any class of members of the Company shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held. The resolution may be contained in one document or in several documents in like form each stating the terms of the resolution accurately and signed by or on behalf of one or more of the members. This article is in addition to, and not limited by, the provisions in sections 381A, 381B and 381C of the Act. Regulation 53 of Table A shall not apply.

VOTES OF MEMBERS

13. (1) A proxy appointed by a member of the Company under section 372 of the Act may vote on a show of hands as well as on a poll, but no person present shall be entitled to more than one vote on a show of hands except as provided in regulation 50 of Table A. Regulation 54 of Table A shall be amended accordingly.
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- (2) The instrument appointing a proxy and any authority under which it is executed (or such copy of the instrument or the authority or both as the directors may approve) may be deposited at the place where the meeting or adjourned meeting is to be held at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. This provision is in addition and without prejudice to the provisions of paragraphs (a), (b) and (c) of regulation 62 of Table A and the last provision of regulation 62 shall be amended accordingly.

DIRECTORS

14. (1) The directors may appoint any person who is willing to act to be a director, either to fill a casual vacancy or as an additional director.
- (2) The directors shall not be subject to retirement by rotation and regulations 73 to 80 (inclusive) and the last sentence of regulation 84 of Table A shall not apply.
- (3) No director shall vacate his office or be ineligible for re-appointment as a director, nor shall any person be ineligible for appointment as a director, by reason only of his having attained a particular age.
- (4) No special notice is required of any resolution appointing or approving the appointment of such a director nor is any notice required to state the age of the person to whom the resolution relates.

ALTERNATE DIRECTORS

15. (1) In addition to the persons mentioned in regulation 65 of Table A, any director may appoint any person approved by a majority of the other directors to act as an alternate director.
- (2) An alternate director shall be entitled to receive notice of all meetings of directors, to attend and to vote at any such meeting at which the director appointing him is not personally present and at that meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at that meeting the provisions of these articles shall apply as if he was a director. Regulation 66 of Table A shall not apply.
- (3) Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present. The last sentence of each of regulations 88 and 89 of Table A shall not apply.
- (4) Any person appointed as an alternate director shall vacate his office as an alternate director if the director by whom he has been appointed ceases to be a director or removes him or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office. Regulation 67 of Table A shall not apply.
- (5) An alternate director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the director appointing him. Regulation 69 of Table A shall not apply.
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POWERS OF DIRECTORS

16. The powers of the directors mentioned in regulation 87 of Table A shall be exercisable as if the word "executive" (which appears before the word "office") were deleted.

PROCEEDINGS OF DIRECTORS

17. Provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may vote as a director on a resolution concerning any matter in which he has, directly or indirectly, an interest or duty and, if he votes, his vote shall be counted and he shall be counted in the quorum when that resolution or matter is under consideration. Regulations 94 to 96 (inclusive) of Table A shall not apply.
18. (1) The quorum for a meeting of the directors shall be two directors present throughout the meeting. The first sentence of regulation 89 of Table A shall not apply.
- (2) In the case of an equality of votes at any meeting of the directors, the chairman of the meeting shall not have a second or casting vote. Regulation 88 of Table A shall be amended accordingly.
19. Regulation 93 of Table A (written resolutions of directors) shall apply as if the word "signed" included "approved by letter, facsimile, telegram or telex".
20. (1) A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:
- (a) to hear each of the other participating directors addressing the meeting; and
- (b) if he so wishes, to address all of the other participating directors simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.
- (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum, subject to the provisions of article 17.
- (3) A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

SEAL

21. (1) The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the directors.
- (2) The directors shall provide for the safe custody of every seal which the Company may have.
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- (3) A seal shall be used only by the authority of the directors or a duly authorised committee but that authority may consist of an instruction or approval given by letter, facsimile, telegram, telex or telephone by a majority of the directors or of the members of a duly authorised committee.
 - (4) The directors may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.
 - (5) Unless otherwise decided by the directors:
 - (a) certificates for shares, debentures or other securities of the Company to which a seal is applied need not be signed; and
 - (b) every other instrument to which a seal is applied shall be signed by at least one director and the secretary or by at least two directors.
 - (6) Certificates for shares, debentures or other securities of the Company need not be sealed with the seal but may be signed on behalf of the Company by at least one director and the secretary or by at least two directors or by such other person or persons as may be authorised by the directors for that purpose. Regulation 6 of Table A shall be amended accordingly. Regulation 101 of Table A shall not apply.

NOTICES

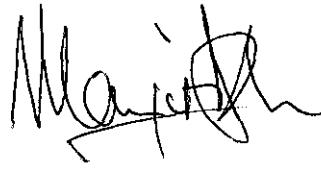
22. (1) The Company may give any notice to a member either personally or by sending it by prepaid airmail or first class post or telex or facsimile transmission to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.
 - (2) Regulation 112 of Table A shall not apply and regulation 116 shall apply as if the words "within the United Kingdom" did not appear.
 23. (1) Proof that:
 - (a) an envelope containing a notice was properly addressed, prepaid and posted (by airmail or first class post, where available); or
 - (b) a telex or facsimile transmission setting out the terms of a notice was properly addressed and despatchedshall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiry of 24 hours after the envelope containing it was posted or, in the case of telex or facsimile transmission, when despatched.
 - (2) Regulation 115 of Table A shall not apply.
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INDEMNITY

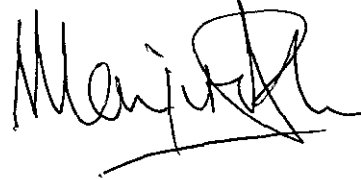
24. (1) Subject to the provisions of and to the extent permitted by the Statutes, every director or other officer (excluding an auditor) of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, but:
- (a) this indemnity shall not apply to any liability to the extent that it is recovered from any other person; and
 - (b) the indemnity is subject to such officer taking all reasonable steps to effect such recovery, so that the indemnity shall not apply to the extent that an alternative right of recovery is capable of being enforced.
- (2) Regulation 118 of Table A shall not apply.
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Names and addresses of subscribers

1. Carp (UK) 4 Limited
9 Cheapside
London EC2V 6AD



2. Carp (UK) 3A Limited
9 Cheapside
London EC2V 6AD



Dated 25th July, 2001

Witness to the above signatures:



B. MARSON
ONE NEW CHANGE
LONDON EC4M 9RG