

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

RAPISCAN SYSTEMS LIMITED

(Adopted by Special Resolution passed on 21 June 2005)

PRELIMINARY

1. The regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (which Table is hereinafter referred to as "Table A") shall except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles apply to and constitute the regulations of the Company
2. Regulations 3, 8, 24 to 26 inclusive, 35.44.46.50.53.54.73 to 80 inclusive, 81(e), 89 and 94 to 98 inclusive of Table A shall not apply to the Company.

PRIVATE COMPANY

3. The Company is a private company within the meaning of the Act and accordingly any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company or allotment of or agreement to allot (whether for cash or otherwise) any such shares or debentures with a view to all or any of those shares or debentures being offered for sale to the public is prohibited.

SHARE CAPITAL

4. The share capital of the Company at the date of the adoption of these Articles is £1,000 divided into 1,000 ordinary Shares of £1 each.
5. Subject as otherwise provided in these Articles and to any direction or authority contained in the resolution of the Company creating or authorising the same the Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot grant options rights of subscription or conversion over or otherwise dispose of any unissued shares in the Company to such persons (whether existing shareholders or not), at such times and on such terms and conditions as they think proper provided however that the authority hereby granted to the Directors:-

Lawrence P. P.

- (1) shall not permit the Directors to allot grant options rights of subscription or conversion over or otherwise dispose of shares in the Company to an amount of more than the unissued share capital of the Company at the date of the adoption of these Articles.
 - (2) shall expire:-
 - (a) five years from the date of the adoption of these Articles; or
 - (b) (if such authority is renewed or varied by the Company in general meeting) on the date specified in the resolution on which the renewed or varied authority shall expire;
 - (3) may be renewed, revoked or varied at any time by the Company by ordinary resolution; and
 - (4) shall entitle the Directors to make at any time before the expiry of such authority any offer or agreement which will or may require shares to be allotted after the expiry of such authority.
6. In accordance with Section 91(1) of the Act. Sections 89(1).90(1) to 90(5) and 90(6) of the Act shall be excluded from applying to the Company.

PURCHASE OF OWN SHARES

7. Subject to the provisions of the Act the Company shall have power to issue any shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof or to purchase its own shares (including any redeemable shares).
8. Subject to the provisions of the Act the Company shall have power to make a payment in respect of the redemption or purchase under Section 160 or (as the case may be) Section 162 of the Act of any of its own shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares in the Company.

LIEN

9. The company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien on a share shall extend to any amount payable in respect of it. This regulation does not apply in respect of shares over which security has been granted to a third party.

Chris Matthews

NOTICE OF GENERAL MEETINGS

10. Notice of any general meeting of the Company need not be given to a Director of the Company who is not also a member of the Company.

PROCEEDINGS AT GENERAL MEETINGS

11. At any general meeting, a resolution put to the vote of the general meeting shall be decided on a show of hands unless a poll is, before or on the declaration of the result of the show of hands, demanded by any member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy and who (in each case) is entitled to vote at the general meeting.

VOTES OF MEMBERS

12. Subject to any rights or restrictions for the time being attached to any shares in the Company every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote on a show of hands and shall have one vote for every share in the Company of which he is the holder on a poll. Where a member is himself a proxy for another member or members, then in such case he shall on a show of hands and shall have one vote for every share in the Company of which he is the holder on a poll. Where a member is himself a proxy for another member or members, then in such case he shall on a show of hands have one vote for himself as a member and one vote for each member for whom he is a proxy.
13. In Regulation 623(a) of Table A the words "not less than 48 hours" shall be deleted and replaced by the words "at any time" and in Regulation 62(b) of Table A the words "not less than 24 hours" shall be deleted.

SPECIAL DIRECTOR

14. (1) Any member holding a majority in nominal value of the issued share capital for the time being of the Company carrying the right to attend and vote at General Meetings of the Company may at any time appoint anyone Director to be a Special Director of the Company and may remove any Director so appointed and appoint another Director in his place.
- (2) Upon such member ceasing to hold a majority in nominal value of the issued share capital for the time being of the Company carrying the right to attend and vote at General Meetings of the Company any Special Director appointed by him pursuant to paragraph (1) of this Article shall thereupon forthwith cease to be a Special Director
- (3) Any appointment or removal of a Special Director pursuant to paragraph (1) of this Article shall be effected by notice in writing to the Company signed by the appointor and delivered to the office or to the secretary or produced at the Meeting of the Directors.

Col M. M. P.

15. (1) A Special Director shall for all purposes continue to be a Director and his ceasing to be a Special Director shall not ipso facto affect his position as a Director.

(2) In the event of a Special Director ceasing for any reason whatsoever to be a Director he shall thereupon forthwith cease to be a Special Director.
16. A Special Director shall as a Director have such number of votes as shall exceed by one the total number of votes of all the other Directors for the time being of the Company.
17. During such time as there shall be a Special Director the quorum necessary for the transaction of the business of the Directors shall be two, one of whom shall be the Special Director.
18. If a quorum is not present within half an hour from the time appointed for the Meeting of the Directors, or if during a Meeting of the Directors a quorum ceases to be present, in each case otherwise than by reason of the Special Director not being present then provided that at least one day's notice shall have been given of that Meeting of the Directors, the Special Director may, at any time or times within the period of twenty-eight days following the date appointed for that Meeting of the Directors, act alone for the purpose of calling a General Meeting or of appointing a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

ASSOCIATE OR DIVISIONAL DIRECTOR

19. The Directors shall have power from time to time by resolution to appoint any one or more persons to the office of associate Director or divisional Director of the Company and the following provisions with regard to any such appointment or appointments shall have effect:
 1. The appointment, tenure of office, remuneration (if any) and scope of duties of an associate Director or divisional Director shall be determined from time to time by the Directors with full power to make such arrangements as they think fit, including the power to give an associate Director or divisional Director such title or description consistent with the spirit of this Article as the Directors shall decide; and the Directors shall have the right to enter into any contracts on behalf of the Company or transact any business of any description without the knowledge or approval of an associate Director except that no act shall be done that would impose any personal liability on any associate Director or divisional Director except with his full knowledge and consent.
 2. The Directors may also from time to time remove any associate Director or divisional Director from office and if they so decide appoint another in his place, but any such removal shall take effect without prejudice to the rights of either party under any agreement between the associate Director or divisional Director and the Company.
 3. The appointment of a person to be an associate Director or divisional Director may be in place of or in addition to his employment by the Company in any other capacity but unless otherwise expressly agreed between him and the Company the appointment as associate Director or divisional Director shall be vacated if he becomes of unsound mind or bankrupt or makes any

Lawrence M. M. M.

arrangement or composition with his creditors generally, or becomes prohibited from being concerned or taking part in the management of the Company by reason of any order made under Section 295-299 Companies Act 1985, or if he resigns his office or is removed from office by a resolution of the board.

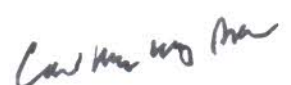
4. An associate Director or divisional Director shall not be or be deemed to be a Director of the Company within the meaning of the word as used in Companies Act 1985 or these Articles and no associate Director or divisional Director shall be entitled to attend or be present at any meetings of the board or of any committee of Directors unless the Directors shall require him to be in attendance.
5. An associate Director or divisional Director shall attend meetings of the Directors and of any committee of the Directors whenever called upon to do so and shall at all times be ready to give the Directors the benefit of his knowledge, experience and advice.
6. Any contract or agreement proposed to be entered into by an Associate Director or Divisional Director for and on behalf of the Company shall first be approved by the Directors of the Company.

ALTERNATE DIRECTORS

20. One person may act as an alternate Director to more than one Director and while he is so acting he shall be entitled to a separate vote on behalf of each Director he is representing.
21. In addition to Regulation 67 of Table A, an alternate Director shall cease to be an alternate Director on the happening of any event on which, if he were a Director, he would be liable to vacate his office under these Articles.
22. Any appointment or removal of an alternate Director shall be effected by notice in writing to the Company signed by the Director making or revoking the appointment and delivered to the office or to the secretary or produced at a meeting of the Directors.

APPOINTMENT OF DIRECTORS

23.
 - (1) Any member holding a majority in nominal value of the issued share capital for the time being of the Company carrying the right to attend and vote at general meetings of the Company may at any time appoint any person or persons who is or are willing to act to be a Director or Directors either to fill a vacancy or vacancies or as an additional Director or additional Directors and may remove from office any Director howsoever appointed.
 - (2) Any appointment or removal of a Director pursuant to paragraph (1) of this Article shall be effected by notice in writing to the Company signed by the appointor and delivered to the office or to the secretary or produced at a meeting of the Directors.



- (3) Any removal of a Director pursuant to paragraph (1) of this Article shall be without prejudice to any claim which he may have under any contract between him and the Company.

RETIREMENT OF DIRECTORS

24. A Director shall not retire by rotation and Regulation 67 and 84 of Table A shall be modified accordingly.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

25. In addition to the events referred to in paragraphs (a) to (d) inclusive of Regulation 81 of Table A the office of a Director shall be vacated if he is removed from office by notice in writing in accordance with Article 17 hereof.

DIRECTOR'S AGE LIMIT

26. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 and any person proposed to be appointed a Director shall be capable of being appointed as a Director notwithstanding that he has attained the age of 70 and no special notice need be given of any resolution for the appointment as a Director of a person who shall have attained the age of 70 and it shall not be necessary to give to members notice of the age of any Director or person proposed to be appointed as such.

PROCEEDINGS OF DIRECTORS

27. In Regulation 88 of Table A the fifth sentence shall be deleted.
28. Subject to Article 16 hereof the quorum necessary for the transaction of the business of the Directors shall be two. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum provided that at least one of the other persons counted in the quorum is not an alternate Director.
29. In Regulation 90 of Table A the words "of filling vacancies or" shall be deleted.
30. Any Director (including an alternate Director) may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

Con. M. H. P. A.

31. Subject to the provisions of the Act and provided he has disclosed to the Directors the nature and extent of any material interest of his, a Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or a duty and he shall be counted in the quorum present at such meeting.

DESIGNATION OR TITLE INCLUDING THE WORD "DIRECTOR"

32. The Directors may from time to time appoint any person to an office or employment with the Company having a designation or title including the word "Director" or may from time to time attach to any existing office or employment with the Company such a designation or title. The inclusion of the word "Director" in the designation or title of any office or employment with the Company (other than the office of Managing, Joint Managing, Deputy Managing or Assistant Managing Director) shall not imply that the holder thereof is or shall constitute the holder thereof as a Director of the Company nor shall such holder thereby be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any of the purposes of these Articles or the Act.

INDEMNITY

33. Subject to the provisions of and so far as may be permitted by the Act, every director or other officer or Auditor of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 118 of Table A shall be extended accordingly.



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2755398

The Registrar of Companies for England and Wales hereby certifies that

RAPISCAN SECURITY PRODUCTS LIMITED

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

RAPISCAN SYSTEMS LIMITED

Given at Companies House, London, the 1st March 2005



C027553980



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

025956

Company No. 02755398



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

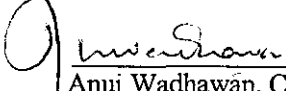
RAPISCAN SECURITY PRODUCTS LIMITED

(Passed on the 27th day of January, 2005)

On January 27, 2005 the following was duly passed as a written resolution of the Company:

RESOLUTION

"That the name of the Company be changed to Rapiscan Systems Limited".


Anuj Wadhawan, Chairman



CN/RES



COMPANY NO. 2755398

The Companies Acts
1985 to 1989

SPECIAL RESOLUTION

OF

RIBBLEVALE LIMITED

At an Extraordinary General Meeting of the Company duly convened and held at the Registered Office of the Company the following Resolutions were duly passed as SPECIAL RESOLUTIONS, viz:

RESOLUTIONS

Passed the 8th December 1992

1. THAT, subject to the consent of the Secretary of State for Trade and Industry, the name of the Company be changed to:-

RAPISCAN SECURITY PRODUCTS LIMITED

2. THAT, Clause 1 of the Memorandum of Association of the Company be amended to show the new name of the Company.

For the Board of Directors of RIBBLEVALE LIMITED
Authorized Signatory
Chairman

15/12/92

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2755398

I hereby certify that

RIBBLEVALE LIMITED

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

RAPISCA-V SECURITY PRODUCTS LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 15 DECEMBER 1992

M. Rose
M. ROSE

an authorised officer

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

For official use

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--

Name of company

* Insert full
name of Company

* <u>RIBBLEVALE</u> <u>LIMITED</u>	
------------------------------------	--

I, MICHAEL NORMAN CLAFF

of 120 EAST ROAD, LONDON, N1 6AA

† delete as
appropriate

do solemnly and sincerely declare that I am an authorised signatory of CCS Secretaries Limited named as secretary of the company in the statement delivered to the registrar under section 10(2)† and that all the requirements of the above Act 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 provisions of the Statutory Declarations Act 1835

Declared at 27 ETCHINGHAM COURT,
LONDON, N3

Declarant to sign below

the 6th day of October

One thousand nine hundred and ninety-two

before me W.K. PHILLIPS
Solicitor

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

38
Presentor's name address and
reference (if any):

For official Use

New Companies Section

Post room



10

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

This form should be completed in black.

Company name (in full)

CN	<u>275539V</u>	For official use <input type="checkbox"/>
<u>RIBBLEVALE</u>		<u>LIMITED</u>

Registered office of the company on incorporation.

RO			
Post town	<u>120 EAST ROAD</u> <u>LONDON, N1 6AA</u>		
County/Region			
Postcode			

If the memorandum is delivered by an agent for the subscribers of the memorandum mark 'X' in the box opposite and give the agent's name and address.

☒ X

Name	<u>CAPITAL COMPANY SERVICES LTD</u>		
RA	<u>120 EAST ROAD</u>		
Post town	<u>LONDON</u>		
County/Region			
Postcode	<u>N1 6AA</u>		

Number of continuation sheets attached

☐

To whom should Companies House direct any enquiries about the information shown in this form?

<u>AS ABOVE</u>	
Telephone	Postcode
	Extension

Company Secretary (See notes 1 - 5)Name ***Style/Title**

Forenames

Surname

***Honours etc**

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature**CS**

CCS SECRETARIES LIMITED

AD

120 EAST ROAD

Post town LONDON

County/Region

Postcode N1 6AACountry UNITED KINGDOM

I consent to act as secretary of the company named on page 1
For and on behalf of CCS SECRETARIES LIMITED LIMITED

Signed

Date 6.10.92**Directors** (See notes 1 - 5)*Please list directors in alphabetical order.*Name ***Style/Title**

Forenames

Surname

***Honours etc**

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

*** Voluntary details**

Page 2

Consent signature**CD**

CCS DIRECTORS LIMITED

AD

120 EAST ROAD

Post town LONDON

County/Region

Postcode N1 6AACountry UNITED KINGDOM**DC** 1 | 3 | 1 | 1 | 9 | 0Nationality **NA** REGISTERED IN
ENGLAND AND WALES**OC** LIMITED COMPANY NO. 2557792**OD**

I consent to act as director of the company named on page 1
For and on behalf of CCS DIRECTORS LIMITED LIMITED

Signed

Date 6.10.92

Directors (continued)
(See notes 1 - 5)

Name ***Style/Title**
Forenames
Surname
***Honours etc**
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth
Business occupation
Other directorships

*** Voluntary details**

Consent signature

CD	
AD	
Post town	
County/Region	
Postcode	Country
DO	Nationality NA
OC	
OD	
I consent to act as director of the company named on page 1	
Signed	Date

Delete if the form
is signed by the
subscribers.

For and on behalf of CAPITAL COMPANY SERVICES LIMITED LIMITED

Signature of agent on behalf of all subscribers Date 6.10.92

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signer:	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

MEMORANDUM OF ASSOCIATION



OF RIBBLEVALE LIMITED

1. The Company's name is **RIBBLEVALE LIMITED**
2. The Company's Registered Office is to be situated in England.
3. The Company's objects are:-
 - A. To carry on business as a general commercial company.
 - B. To carry on any other business which, in the opinion of the Company, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property.
 - C. To guarantee or give security for the payment or performance of any contracts, debts, or obligations of any person, company or firm, for any purpose whatsoever, and to act as agents for the collection, receipt or payment of money and generally to give any guarantee, security or indemnity.
 - D. To take on lease, purchase or in exchange, hire or otherwise acquire and hold for any interest or estate any buildings, lands, easements, privileges, rights, concessions, patent rights, patents, secret processes, licences, machinery, plant, stock-in-trade, and any real or personal property of any kind convenient or necessary for the purpose of or in connection with the Company's business or any department or branch thereof.
 - E. To apply for, purchase or otherwise acquire and hold any patents, licences, concessions, brevets d'invention, copyrights and the like, conferring any right to use or publish any secret or other information and to use, develop, exercise, or grant licences in respect of the property, rights and information so acquired.
 - F. To erect, build, construct, or reconstruct, lay down, alter, enlarge and maintain any factories, buildings, works, shops, stores, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the construction, erection and maintenance of any of the aforesaid.
 - G. To subscribe for, take, purchase or otherwise acquire and hold, sell, deal with or dispose of any share, stocks, debentures, debenture stocks, bonds, obligations and securities, guaranteed by any Company constituted or carrying on business in any part of the world and

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debentures, debenture stocks, bonds, obligations and securities guaranteed by any Government or Authority, Municipal, Parochial, Local or otherwise, within and without the United Kingdom and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to enforce and exercise all rights and powers conferred by the ownership thereof.

- H. To promote by way of advertising the products and services of the Company in any matter and to reward customers or potential customers and to promote and take part in any scheme likely to benefit the Company.
- I. To borrow or raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real or heritable and personal or moveable property (present or future) and the uncalled capital for the time being of the Company or by the creation and issue of debenture stocks, debentures or other obligations or securities of any description.
- J. To support, guarantee and/or secure either with or without consideration the payment of any debenture stocks, debentures, dividends, share or moneys or the performance of engagements or contracts of any other Company or person and in particular (but without prejudice to the generality of the foregoing) of any Company which is, for the time being, the Company's holding company as defined by Section 736 of the Companies Act, 1985 or another subsidiary, as defined by the said section, of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to issue debentures and debenture stock and collaterally or further to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- K. To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the stocks, shares or securities of any company of or in which the Company is a member or is otherwise interested.
- L. To take part in the management, formation, control or supervision of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, experts or agents.
- M. To employ experts to examine and investigate into the character, prospects, value, condition and circumstances of any undertakings and business concerns and generally of any property, assets or rights.
- N. To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments; to receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others.

- O. To promote or establish or concur in promoting or establishing any other company whose objects shall include the taking over of or the acquisition of all or any of the assets or liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to hold, acquire, dispose of stocks, shares or securities issued by or any other obligations of any such company.
- P. To deal with and invest the moneys of the Company not immediately required for the purpose of the business of the Company in or upon such investments and in such manner as the Company may approve.
- Q. To accept payment for any rights or property sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in partly or fully paid-up shares or stock of any corporation or company, with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or in mortgages or debentures or other securities of any corporation or company or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any stock, shares or securities so acquired.
- R. To enter into any partnership or amalgamate with or enter into any arrangement for sharing profits, interests, or co-operative or enter into co-operation with any company, person or firm carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as to benefit this Company, whether directly or indirectly and to acquire and hold, deal with, sell or dispose of any stock, shares or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, otherwise assist or subsidise, any such company.
- S. To pay for any right or property acquired by the Company either in cash or partly or fully paid-up shares with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or by any securities which the Company has power to issue, and generally on such terms and conditions as the Company may determine.
- T. To develop, improve, manage, sell, turn to account, let on rent, royalty, exchange, share of profits or otherwise, grant easements, licences and other rights in or over, and in any other manner dispose of or deal with the undertaking and all or any of the assets and property for the time being of the Company for such consideration as the Company may think fit.
- U. To acquire, purchase, take over and undertake part or all of the business, property, assets, liabilities and engagements of any firm, person or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests generally.

- V. To aid in the support and establishment of any educational, scientific, religious or charitable institutions or trade associations or societies, whether such associations, societies or institutions be solely connected with the business carried on by the Company or its predecessors in business or not, and to maintain and institute any club, society or other organisation.
- W. To grant pensions, gratuities, allowances and bonuses to employees or ex-employees, officers or ex-officers of the Company or its predecessors in business or the dependents of such persons and to maintain and establish or concur in maintaining funds, trusts or schemes, (whether contributory or non-contributory) with a view to providing pensions or other funds for any such persons or their dependents as aforesaid.
- X. To distribute in specie any of the shares, debentures or securities of the Company or any proceeds of sale or disposal of any property of the Company between the members of the Company in accordance with the rights, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- Y. To do all or any of the above things in any part of the world either alone as principals, or as agents, trustees, sub-contractors or otherwise.
- Z. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.


It is hereby declared that the objects of the Company as specified in each of the foregoing sub-clauses of this Clause shall be separate and distinct objects of the Company and shall not in any way be limited by reference to any other sub-clauses or the order in which the same occur. The widest interpretation shall be given to the objects contained in each sub-clause of this Clause and shall not save where the context expressly so requires be in any way restricted or limited by inference from or reference to any other object or objects set forth in such sub-clause or from the terms of any other sub-clause. None of such sub-clause or the objects mentioned therein or the powers thereby conferred shall be deemed ancillary to or subsidiary to the powers or objects specified in any other sub-clause.

- 4. The liability of the members is limited.
- 5. The share capital of the Company is £1000 divided into 1000 shares of £1 each.


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.

NAMES AND ADDRESSES OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber


For and on behalf of
CCS SECRETARIES LIMITED
120 East Road,
London, N1 6AA

ONE


For and on behalf of
CCS DIRECTORS LIMITED
120 East Road,
London, N1 6AA


ONE

Dated the 5th day of October 1992

Witness to the above Signatures:-

MICHAEL NORMAN CLAFF
120 East Road,
London, N1 6AA

CHARTERED ACCOUNTANT



ARTICLES OF ASSOCIATION

-OF-

RIBBLEVALE LIMITED

PRELIMINARY

1. The Company shall be a private company within the meaning of the Companies Acts 1985 to 1989 (hereinafter referred to as "the Act") and subject as hereinafter provided the Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) (such Table being hereinafter called "Table A") shall apply to the Company. Reference to any provision of the Act shall where the context so admits be construed as and include a reference to such provision as modified by any statute for the time being in force.
2. Regulations 8, 23, 24, 61, 64, 73, 74, 75, 80, 81, 84, 89, 95, 97, 101 and 118 of Table A shall not apply to the Company, but the Articles hereinafter contained, together with the remaining regulations of Table A, but subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES

3. Sections 89 to 94 inclusive of the Companies Act 1985 shall apply to the Company in their entirety. Any shares not accepted pursuant to the procedure set out therein shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit; provided that in the case of shares not accepted as aforesaid such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members.
4. Subject to Article 3 hereof, the Directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985, to allot shares up to the amount of the share capital created on incorporation of the Company at any time or times during the period of five years from the date of incorporation.

LIEN ON PARTLY PAID SHARES

5. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time

declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.

SHARE TRANSFERS

6. 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.
7. The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor and in the case of shares which are not fully paid up, the instrument of transfer shall in addition be signed by or on behalf of the transferee.

DIRECTORS

8. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than one nor more than five. If at any time and from time to time there shall be only one Director of the Company, such Director may act alone in exercising all the powers and authorities vested in the Directors. The first Director or Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies in accordance with the Act.
9. Any Director may by notice in writing signed by him and deposited at the registered office of the Company appoint an alternate Director to act on his behalf. Such alternate Director must be either a Director of the Company, or a person approved by resolution of all the Directors for the time being of the Company. Every alternate Director shall during the period of his appointment be entitled to notice of Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat as a Director, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as a Director. A Director who is also an alternate Director shall be entitled, in addition to his own vote, to a separate vote on behalf of the Director whom he is representing.
10. The office of a Director shall be vacated if:
 - a. by notice in writing delivered to the Company at its Registered Office, or tendered at a meeting of the Directors, he resigns the office of Director; or
 - b. he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - c. he is, or may be, suffering from mental disorder and either

- i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, and application for admission under the Mental Health (Scotland) Act 1960, or
- ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- d. he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director.

MANAGING DIRECTORS AND MANAGERS

- 11. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment, subject to the payment to him of such compensation or damages as may be payable to him by reason thereof, shall be automatically terminated if he ceases from any cause to be a Director.
- 12. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.

PROCEEDINGS OF DIRECTORS

- 13. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall, when one Director only is in office, be one, and shall, when more than one Director is in office, be two.

SECRETARY

- 14. The first Secretary of the Company shall be the person named in the statement delivered to the Registrar of Companies pursuant to the Act.


THE SEAL


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

INDEMNITY

- 16 (a) Subject to the provisions of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
- (b) The Directors shall have power to purchase and maintain an insurance policy for any Director, officer or Auditor of the Company effecting cover against any such liability as is referred to in Section 310(1) of the Act.

NAMES AND ADDRESSES OF SUBSCRIBERS


For and on behalf of
CCS SECRETARIES LIMITED
120 East Road,
London, N1 6AA

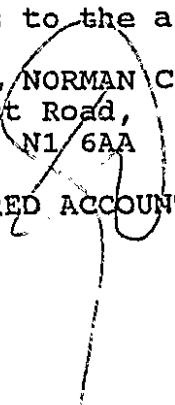

For and on behalf of
CCS DIRECTORS LIMITED
120 East Road,
London, N1 6AA

Dated the 5th day of October 1992

Witness to the above Signatures:-

MICHAEL NORMAN CLAFF
120 East Road,
London, N1 6AA

CHARTERED ACCOUNTANT



FILE COPY



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


No. 2755398

I hereby certify that

RIBBLEVALE LIMITED

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

Given under my hand at the Companies Registration Office,
Cardiff the 13 OCTOBER 1992


P. D. JONES

an authorised officer