

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

PASHA S. ANWAR, *et al.*,

Plaintiffs,

v.

FAIRFIELD GREENWICH LIMITED, *et al.*,

Defendant.

Master File No. 09-cv-118 (VM)

This Document Relates To: All Actions

**DECLARATION OF HOWARD L. VICKERY
IN SUPPORT OF PLAINTIFFS'
OPPOSITION TO MOTIONS TO DISMISS OF
PRICEWATERHOUSECOOPERS ACCOUNTANTS N.V.,
PRICEWATERHOUSECOOPERS LLP, AND
PRICEWATERHOUSECOOPERS INTERNATIONAL LIMITED**

Exhibit 15

Company Number: 3590073

The Companies Act 1985

Private Company Limited By Guarantee Not Having a Share Capital

SPECIAL RESOLUTION

- of -

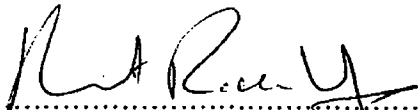
PricewaterhouseCoopers International Limited (the "Company")
(passed on 4th April 2001)

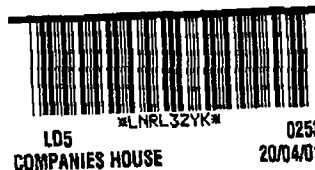
At an Extraordinary General Meeting of the Company held at 1 Embankment Place, London, WC2N 6NN on 4th April 2001 at 12 noon, the following resolution was duly passed by the Company as a Special Resolution.

SPECIAL RESOLUTION

That with effect from 30 June 2001:

- (A) the Articles of Association of the Company produced to the meeting and initialled by the Chairman for the purpose of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company; and
- (B) the Memorandum of Association of the Company be amended by deleting paragraph 3 and replacing it with a new paragraph in the form of the draft produced to the meeting and initialled by the Chairman for the purpose of identification.


.....
CHAIRMAN OF THE MEETING



3590073

RAQ

THE COMPANIES ACT 1985

**A PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

of

PricewaterhouseCoopers International Limited

(as amended by special resolution passed on 4 April 2001
and taking effect on 30 June 2001)

1. The Company's name is "**PricewaterhouseCoopers International Limited**".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (a) (i) to provide guidance in relation to, and assist in the achievement of the vision, values and principles of the member firms of the Company and the co-ordination of, the management and governance of the member firms of the Company and entities which are subsidiaries of such individual member firms or are otherwise associated or connected with such individual member firms or which are associated or connected with the Company or the network of such member firms (the "**Relevant Entities**");
 - (ii) to develop, and to promote and assist the development of, high common standards, principles, strategies, policies, objectives, plans, projects, programmes, practices and systems to be applied by member firms and Relevant Entities in carrying out their businesses and to promote, monitor and assist the uniform application of such high common standards, principles, strategies, policies, objectives, plans, projects, programmes, practices and systems;
 - (iii) to provide, or procure the provision of, services to member firms and Relevant Entities (including service methodologies and tools, relationship management processes, know-how, training, quality assurance services, insurance, technology, management information, planning and budgeting processes);
 - (iv) to do all things as the Board considers necessary or conducive to the promotion and protection of the names "PricewaterhouseCoopers" and "PwC" and the names and other practice rights of the member firms,

the Relevant Entities and the network between such member firms and such entities;

- (v) to provide guidance in relation to, and to promote, monitor and support, the network of member firms and Relevant Entities, including the integration of the successors to Price Waterhouse firms and Coopers & Lybrand firms and otherwise to strengthen and expand the network of member firms and Relevant Entities; and
 - (vi) to do such other things as, in the opinion of the Board, may facilitate or relate to the foregoing objects or any of them (but the Company shall not itself carry on any trade or other activities with a view to profit or carry on any business or practice of accounting, auditing, tax advising or management consulting or other or related professions or businesses, except to the extent that it provides, or assists in the provision of, advice or services to the member firms and the Relevant Entities).
- (b) To establish or cause the establishment of subsidiary undertakings or other undertakings in any part of the world.
 - (c) To acquire by any means for any estate or interest any real or personal property or rights whatsoever and to hold, use, exploit, develop, turn to account and deal with the same.
 - (d) To apply for and take out, purchase or otherwise acquire any patents, patent rights, inventions, secret processes, designs, copyrights, trade marks, service marks, commercial names and designations, know-how, formulae, licences, grants, concessions and the like (and any interest in any of them) and to hold, use, exercise, develop, and grant licences in respect of, and otherwise turn to account and deal with, the property, rights and information so acquired.
 - (e) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with, any shares, stocks, debentures, bonds, notes and other securities, obligations and other investments of any nature whatsoever and any options or rights in respect of them or interests in them and to buy and sell foreign exchange and otherwise to invest and deal with the money and assets of the Company.
 - (f) To amalgamate or enter into any joint venture or similar arrangement or other association (except for partnership) with any person.
 - (g) To advance, lend or deposit money and give credit to or with any person.
 - (h) To borrow money, obtain credit and raise finance in any manner (including the levying of fees and other charges on member firms of the Company and the Relevant Entities).
 - (i) To secure by mortgage, charge, lien or other form of security upon the whole or any part of the Company's property or assets (whether present or future), the performance or discharge by the Company or any other person of any obligation or liability.

- (j) To provide any guarantee, security or indemnity in respect of the performance or discharge of any obligation or liability by, or otherwise for the benefit of, any person.
- (k) To draw, make, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal with any financial instrument or obligation including any negotiable or transferable instrument.
- (l) To build, construct, alter, remove, replace, equip, execute, carry out, improve, work, develop, administer, maintain, manage or control buildings, structures or facilities of all kinds, whether for the purposes of the Company or for sale, letting or hire to or in return for any consideration from any person, and to contribute to or assist in or carry out any part of any such operation.
- (m) To issue any securities which the Company has power to issue for any other purpose by way of security or indemnity or in satisfaction of any liability undertaken or agreed to be undertaken by the Company.
- (n) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person carrying on any business or activity which the Company is authorised to carry on or possessed of any property suitable for the purposes of the Company.
- (o) To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state, department or other authority (international, national, local, municipal or otherwise) 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 actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company, its member firms or the Relevant Entities.
- (p) To enter into any arrangements with any government, state, department or other authority (international, national, local, municipal or otherwise) or any other person, that may seem conducive to the Company's objects or any of them, and to obtain from any such government, state, department, authority or person, and to carry out, exercise and exploit, any charter, contract, decree, right, privilege or concession which the Company may think desirable.
- (q) To subscribe or contribute (in cash or in kind) to, and to promote or sponsor, any charitable, benevolent or useful object of a public character or any object which the Company considers may directly or indirectly further the interests of the Company, its employees, member firms or the Relevant Entities.
- (r) To procure the Company and any of its subsidiary undertakings and other undertakings to be registered or recognised in any part of the world.
- (s) To promote any other company or entity for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, or both, or of undertaking any business or activity which may appear likely to assist or

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 company or entity as aforesaid.

- (t) To enter into any agreement or arrangement with any one or more member firms of the Company, Relevant Entities or any company or other entity in which any member firm or Relevant Entity has any interest or any other associated or related entity, including any agreement entered into for or in connection with the admittance as a member firm of the Company or a Relevant Entity.
- (u) To dispose by any means of the whole or any part of the assets of the Company or of any interest therein.
- (v) To distribute among the member firms of the Company and the Relevant Entities any assets of the Company, subject to the requirements of any law.
- (w) (i) To purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other company which is its parent company or in which the Company or such parent company or a predecessor of the Company or of such parent company has any interest (whether direct or indirect) or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to the Company or any such other company, or subsidiary undertaking; and (ii) to such extent as may be permitted by law, otherwise to indemnify or to exempt any such person against or from any such liability.
- (x) To do all or any of the above things in any part of the world, as principal, agent, trustee, contractor or otherwise, and alone or in conjunction with others, and by or through agents, trustees, sub-contractors, subsidiary undertakings or otherwise.
- (y) To do all such other things as may be deemed, or as the Board (or any other duly authorised organ) of the Company considers, incidental or conducive to the attainment of the above objects or any of them.
- (z) Subject as provided in paragraphs (a)(vi) above, to carry on any other activity of any nature whatsoever which may seem to the Board of the Company to be capable of being conveniently or advantageously carried on in connection with or in conjunction with the objects of the Company hereinbefore authorised by paragraphs (a)(i) to (a)(vi) above or to be expedient with a view directly or indirectly to enhancing the value of or to rendering valuable or more valuable any of the assets or utilising the skills, know-how or expertise of the Company, the member firms of the Company or the Relevant Entities.

AND IT IS HEREBY DECLARED that in this clause:

- A) unless the context otherwise requires, words in the singular include the plural and vice versa;
- B) unless the context otherwise requires, a reference to a person includes a reference to a body corporate (including, without prejudice to the generality of that term, any company which is a parent company of the Company, or is a subsidiary undertaking of the Company or any such parent company, or is otherwise associated in any way with the Company) and to an unincorporated body of persons;
- C) a reference to any property, right or asset includes a reference to any interest in it, and a reference to any liability includes a reference to any loss;
- D) references to "other" and "otherwise" shall not be construed *eiusdem generis* where a wider construction is possible;
- E) a reference to anything which the Company thinks fit or desirable or considers or which may seem (whether to the Company or at large) expedient, conducive, calculated or capable, or to any similar expression connoting opinion or perception, includes, in relation to any power exercisable by or matter within the responsibility of the directors of the Company, a reference to any such thing which the directors so think or consider or which may so seem to the directors or which is in the opinion or perception of the directors;
- F) a reference to any person includes any director of the Company, any member of the Company and any person connected with any such member;
- G) the expressions "subsidiary undertaking" and "parent company" have the same meaning as in section 258 of and Schedule 10A to the Companies Act 1985 or any statutory modification or re-enactment of it;
- H) the expression "firm" means any business entity or organisation, howsoever organised, including any corporation, company, limited liability company, partnership, joint venture, trust, association or foundation;
- I) nothing in any of the foregoing paragraphs of this clause is to be taken (unless otherwise expressly stated) as requiring or permitting the Company to exercise any power only for the benefit of the Company or only in furtherance of any of its objects; and
- J) the objects specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects of the Company and accordingly shall not be in any way limited or restricted (except so far as otherwise expressly stated in any paragraph) by reference to or inference from the terms of any other paragraph or the order in which the paragraphs occur or the name of the Company, and none of the paragraphs shall be deemed merely subsidiary or incidental to any other paragraph.

4. The liability of the members of the Company is limited.

5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if the Company should be wound up while it is a member or within one year after it ceases to be a member, for payment of the Company's debts and liabilities contracted before it ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

WE, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Names and Addresses
of Subscribers

ROBERT KAUFELER

150 Nimrod Road, London SW16 6TJ

Solicitor

STUART BARGERY

1 The Birches, Orpington, Kent BR6 8NH

Chartered Accountant

Dated 24th June 1998

Witness to the above signatures:

Name: Iain Williams

Address: 73a Nile Street,

London, N1, 7RD

Occupation: Trainee solicitor