



THE COMPANIES ACTS 1948 TO 1980

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

412

Please do not write in this binding margin

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

For official use

Company number

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

[] [] [] [] [] [] [] [] [] [] 1838486 [] []

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

Name of Company*

* delete if inappropriate

OXFORD MICRO-ELECTRONICS Limited*

I, COLIN KEEBLE PEACOCKE
of 24 CUMNOR HILL
OXFORD OX2 9HA

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

do solemnly and sincerely declare that I am ^{a person named as} DIRECTOR AND SECRETARY of the company in the statement delivered under section 21 of the Companies Act 1976 of OXFORD MICRO-ELECTRONICS Limited*

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

Declared, at 235A Banbury Road
Oxford

Signature of Declarant

the 11th day of July
One thousand nine hundred and eighty four

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

before me RFB Coleman
A Commissioner for Oaths ‡

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

T26

For official use
General section

Post room

Stanley Davis (Company Services) Limited
International Company Registrations and Searches

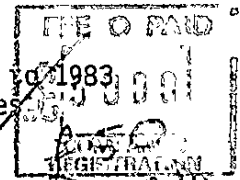


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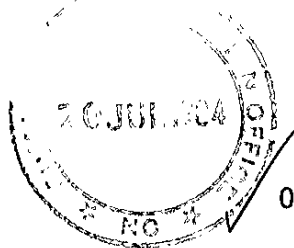
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The Companies Acts 1948 to 1983
Company Limited by Shares

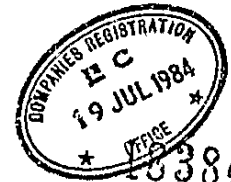


MEMORANDUM OF ASSOCIATION

of



OXFORD MICRO-ELECTRONICS LIMITED



1038486/3

1. ✓ The name of the Company is Oxford Micro-Electronics Limited
2. The Registered Office of the Company will be situate in England
3. The objects for which the Company is established are:-
 - (A) To carry on the business of owners, managers, proprietors and operators of computer bureaux and agencies of every and any description; to carry on the business as word processors, data processors, consultants, designers, producers, manufacturers, wholesalers, retailers, exporters, importers, agents for the sale of and general merchants, dealers, traders, marketers, suppliers and distributors, hirers and leasers of computer software and hardware and ancillary and allied equipment of every and any description; to carry on the business of computer programmers, devisers of computer languages and codes, punch card operators and as consultants and advisers into all aspects of the computer and allied industries; to carry on the business of manufacturers and dealers in computer hardware and software and peripheral equipment and continuous stationery of all kinds; to undertake the supply of such staff and other personnel that may be required by persons having dealings with the Company and to undertake, perform and carry out all services in connection with the computer trades and industries; and to carry on the business of dealers in electronic, electrical and other machinery and office supplies, furniture, furnishing, and equipment of all kinds; and to enter into any contracts and other arrangements of all kinds with persons having dealings with the Company on such terms and for such periods of time as the Company may from time to time determine, on a commission or fee basis or otherwise; and to carry on any other trade or business whatever, of a like and similar nature.

G. Davis

PERC. 2

- (B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company.
- (C) To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.
- (D) To erect, alter or maintain any buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To acquire by subscription or otherwise and hold, sell, deal with or dispose of any shares, stock, debentures, debenture stocks, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (F) To receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and generally to act as bankers.
- (G) To borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, debenture, debenture stock, bond, standard security, indemnity, lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within each case the meaning of section 154 of the Companies Act 1948, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and 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.
- (H) To lend money with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested, and generally as the Directors think fit.

- (I) To apply for, purchase or otherwise acquire and hold or use any patents, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired.
- (J) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, Consultants, experts or agents.
- (K) To employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (L) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of the Company and to acquire, hold or dispose of shares, stocks or securities issued by or any other obligations of any such other company.
- (M) To draw, accept and negotiate promissory notes, bills of exchange and other negotiable instruments.
- (N) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (O) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (Q) To enter into arrangements for joint working in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company.

- (R) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (T) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessor in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.
- (U) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (V) To distribute in specie assets of the Company properly distributable amongst the members, 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.
- (W) To do all or any of the things hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents.
- (X) To do all such other things as are incidental to or which the Company may think conducive with the above objects or any of them.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4 The liability of the Members is limited.

5 The Share Capital of the Company is £100,000 divided into 100,000 Shares of £1 each.

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

Names, Addresses and Descriptions
of Subscribers

Number of Shares taken
by each Subscriber

X *R.L. Lucas* X
10/7/84
/ Dr. R.L. Lucas MA., PhD.
9 Talbot Road
/ Oxford
Chairman of Delegates
University of Oxford Delegacy of Local Examinations

(1)
ONE

/ The Chancellor, Masters and Scholars of the University of Oxford
Represented by:
The Delegates of Local Examinations
Ewert Place
Summertown
/ Oxford OX2 7SZ

(99)
NINETY NINE

C. G. Hunter
MISS. C. G. HUNTER MA. SECRETARY TO THE DELEGATES
DATED the 11th July 1984

WITNESS to the above Signatures:-



COLIN KEEBLE POTCOCK
24 CUMBER HILL
Oxford ADMINISTRATOR.

11/7/84

ARTICLES OF ASSOCIATION

of

✓ OXFORD MICRO-ELECTRONICS LIMITED

1838486 / 4

PRELIMINARY

✓ 1. Subject as hereinafter provided the Regulations contained or incorporated in Table A in the First Schedule to the Act (such Table being hereinafter called "Table A") shall apply to the Company.

2. Regulations 3, 11, 22, 24, 30, 58, 71, 73A, 79, 80, 84(2), 84(4) and 88 to 94 (inclusive) and the second sentences of Regulations 95 and 97 of Table A shall not apply to the Company, but the Regulations hereinafter contained together with the remaining Regulations of Table A shall, subject to the modifications hereinafter expressed, constitute the regulations of the Company.

3. Any reference in these Regulations to an enactment shall be construed as a reference to that enactment as amended or extended by or under any other enactment.

PRIVATE COMPANY

4. The Company is a private limited company, and accordingly:-

(a) no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise); and

(b) no shares in or debentures of the Company shall be allotted, nor shall any agreement to allot such shares or debentures be made, (whether for cash or otherwise), with a view to all or any of such shares or debentures being offered for sale to the public, and sections 45(2) and 55 of the Act shall apply for the purposes of this Regulation as they apply for the purposes of the Act.

INTERPRETATION

5. In Regulation 1 of Table A between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same" shall be inserted.

6. In these Regulations:-

The Statutes means The Companies Acts 1948 to 1983;

The Act means The Companies Act 1948;

The 1980 Act means The Companies Act 1980;
The 1981 Act means The Companies Act 1981.

SHARES

7. Subject to the provisions of the next following Regulation the Directors are authorised for the purposes of section 14 of the 1980 Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company at the date hereof and the Directors may allot, grant options over or otherwise dispose of such shares, to such persons, on such terms and in such manner as they think fit provided always that:-

(i) save as provided in sub-paragraph (ii) of this Regulation the authority given in this Regulation to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company;

(ii) the Members in General Meeting may by Ordinary Resolution:-

(a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years, but such Resolution must state (or restate) the amount of shares which may be allotted under such authority or renewed authority or, as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the authority or renewed authority will expire;

(b) revoke or vary any such authority (or renewed authority);
and

(iii) notwithstanding the provisions of sub-clauses (i) and (ii) of this Regulation the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired.

In this Regulation any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

8. In accordance with sub-section (9) of section 17 of the 1980 Act sub-sections (1) (6) and (7) of section 17 of the 1980 Act are excluded from applying to the Company. Any shares for the time being unissued shall be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than fourteen days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the Directors may in accordance with the provisions of these Regulations allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think most beneficial to the Company. The Directors may in

like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the Directors effectually be offered in the manner aforesaid.

9. The proviso to Regulation 15 of Table A shall not apply to the Company.

10. Subject to Part III of the 1981 Act, and to Regulation 14, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

11. Subject to Part III of the 1981 Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, at the option of the Company or the shareholder liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

12. Subject to Part III of the 1981 Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company.

LIEN

13. The lien conferred by Regulation 11 of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company: but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Regulation. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

14. (a) No share or beneficial ownership of a share shall be transferred nor shall the Company purchase any of its own shares pursuant to Regulation 10 unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(b) Any member proposing to transfer any share or beneficial ownership of a share (hereinafter called "the vendor") shall give notice in writing (hereinafter called a "transfer notice") to the Company of such proposal. That transfer notice shall specify the sum which in the vendor's opinion constitutes the fair price of each share specified therein, and shall constitute the Company the vendor's agent for the sale of such share or shares (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to the Members (other than the vendor), at that price save that if the Directors do not accept that the sum specified by the vendor constitutes the fair price of the said shares they shall

instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) to certify by certificate in writing (hereinafter called "a certificate of value") the value in their opinion of the said shares as between a willing seller and a willing buyer, and in such a case the transfer notice shall nevertheless constitute the Company the vendor's agent for the sale of the said shares but at the price certified in the certificate of value.

(c) If the Auditors are instructed to certify the fair value as aforesaid the Company shall, as soon as it receives the certificate of value, furnish a copy thereof to the vendor. The cost of obtaining the certificate of value shall be borne by the Company.

(d) Upon the price being fixed as aforesaid (whether by reference to the vendor's opinion of the fair price or by reference to the certificate of value) the Company shall forthwith by notice in writing (hereinafter called the "offer notice") inform each Member (other than the vendor) of the number and price of the said shares and shall invite each such Member to apply in writing to the Company within 21 days of the date of despatch of the offer notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.

(e) If such Members shall within the said period of 21 days apply for all or (save as otherwise provided in the transfer notice) any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for) to or amongst the applicant Members in proportion as nearly as may be to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided that no applicant Member shall be obliged to take more than the maximum number of shares specified by him as aforesaid. If any shares shall not be capable without sub-division of being allocated to the Members in proportion to their existing holdings, the same shall be allocated to the applicant Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit.

(f) The Company shall forthwith give notice of such allocations (hereinafter called an "allocation notice") to the vendor and to the Members to whom the said shares have been allocated and shall specify in that allocation notice the place and time (being not earlier than 14 and not later than 28 days after the date of the despatch of the allocation notice, which shall be specified therein) at which the sale of the said shares so allocated shall be completed.

(g) The vendor shall be bound (upon payment of the purchase price due in respect thereof) to transfer the shares comprised in an allocation notice to the purchasing Members named therein at the place and time therein specified; and if in any case the vendor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase price on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase price shall be a good discharge to the purchasing Member. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the vendor.

(h) During the 6 months following the expiry of the period of 21 days referred to in paragraph (e) of this Regulation the vendor shall be at liberty subject nevertheless to the provisions of paragraph (i) of this Regulation to transfer to any person (including, but subject to Regulation 10, the Company) and at any price (not being less than the price fixed under paragraph (b) of this Regulation) any of the said shares not allocated by the Directors in an allocation notice.

(i) 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.

15. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof.

16. The instrument of transfer of a fully paid share shall be executed 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 executed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of Members in respect thereof.

PROCEEDINGS AT GENERAL MEETINGS

17. In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and on a poll vote instead of him and that such proxy need not also be a Member. Regulation 50 of Table A shall be modified accordingly.

18. Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 69 of Table A shall be modified accordingly.

19. The word "fourteen" shall be substituted for the word "thirty" in Regulation 57 of Table A.

20. At any General Meeting a resolution put to the vote of the 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 the Chairman or by any Member present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

21. Subject to the provisions of the Statutes, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such Members.

DIRECTORS

22. The first Director or Directors of the Company shall be the person or persons named in the statement delivered under section 21 of the Companies Act 1976.

23. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than one. 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, discretions and authorities vested in the Directors, and Regulation 99 of Table A shall be modified accordingly.

24. In Regulation 86 of Table A the words from "and every director" to the end shall be omitted.

25. Any Director may by notice in writing signed by him and deposited with the Company appoint an alternate and by the like notice revoke such appointment. Such alternate Director must be either a Director of the Company or a person approved by a majority of 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 accordingly, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as Director. One person may act as alternate Director to more than one Director and while he is so acting shall be entitled to a separate vote for each Director he is representing and if he is himself a Director his vote or votes as an alternate Director shall be in addition to his own vote. Such alternate Director shall not be deemed to be the agent of the Director whom he represents.

26. A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 64 of the 1980 Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) shall declare the nature of his interest at a Meeting of the Directors in accordance with section 199 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

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

(a) resigns his office by writing under his hand left at the Registered Office;

(b) be found or becomes of unsound mind or becomes bankrupt or compounds with his creditors;

(c) becomes for the time being prohibited from being a Director by reason of any order made under any of the Statutes; or

(d) is removed from office by a resolution duly passed under section 184 of the Act.

28. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the

to be paid.

Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

29. The Directors shall manage the business of the Company, and all the powers of the Company which are not by the Statutes, these Regulations or the Regulations of Table A which apply to the Company required to be exercised by the Company in General Meeting shall be exercised by the Directors.

DIVIDENDS

30. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part III of the 1980 Act which apply to the Company.

SEAL

31. In Regulation 113 of Table A the words "or by some other person appointed by the Directors for the purpose" shall be omitted.

Names, Addresses and Descriptions
of Subscribers

~~Dr R.L. Lucas. MA. B.A.~~

~~9 Talbot Road~~

~~Oxford~~

X

~~R.L. Lucas~~

~~10/7/84~~

X

~~Chairman of Delegates~~

~~University of Oxford. Delegacy of Local Examinations~~

~~The Chancellor, Masters and Scholars of the University of Oxford~~
~~Represented by:-~~

~~The Delegates of Local Examinations~~

~~Ewert Place~~

~~Summertown~~

~~Oxford OX2 7BZ~~

X

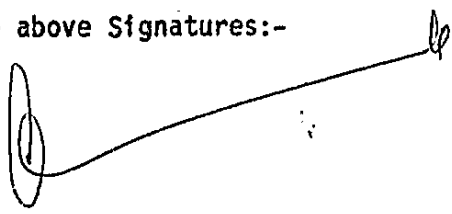
~~C. J. H. K.~~

X

Miss C. G. Hunter MA. Secretary to the Delegates

DATED the 11th July 1984

WITNESS to the above Signatures:-



~~11/7/84~~

Colin Keeble Pearce

24 Cornrow Hill

Oxford

Administrator



Please do not
write in this
binding margin

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

* delete if
inappropriate

THE COMPANIES ACTS 1948 TO 1981

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

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

Form No 1

1

To the Registrar of Companies

For official use

1838486

Name of Company

OXFORD MICRO-ELECTRONICS

Limited*

The intended situation of the registered office of the company
on incorporation is as stated below

EWERT PLACE

SUMMERTOWN

OXFORD

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

X

STANLEY DAVIS (COMPANY SERVICES) LIMITED

124/128 CITY ROAD

LONDON EC1V 2NJ

Number of continuation sheets attached (see note 1)

1

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

For official use
General section

Post room

Stanley Davis (Company Services) Limited

International Company Registrations and Searches

121-128 City Road, London EC1V 2NJ
Telephone 01-250 3350 Telex 21957-DAVIS G
LDE Box No. 271

page 1

TPS 1012

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948 as amended by section 95 of the Companies Act 1981. Please read the notes on page 4 before completing this part of the form.

Enter particulars of other directorships held or previously held (see note 5). If this space is insufficient use a continuation sheet.

| | |
|--|---|
| Name (note 3) | Business occupation |
| DR. ROBERT LYALL LUCAS MA. PHD. | UNIVERSITY LECTURER |
| Previous name(s) (note 3) | Nationality |
| Address (note 4) 9 TALBOT ROAD | BRITISH |
| OXFORD | Date of birth (where applicable) (note 6) |
| Other directorships † | |
| I hereby consent to act as director of the company named on page 1 | |
| Signature <i>R. Lucas</i> | Date 10.7.84 |

| | |
|--|--|
| Name (note 3) | Business occupation |
| MISS CHRISTIAN GIBSON HUNTER MA | SECRETARY TO A DELEGACY OF OXFORD UNIVERSITY |
| Previous name(s) (note 3) | Nationality |
| Address (note 4) SELBORNE | BRITISH |
| 3 AKEMAN CLOSE | Date of birth (where applicable) (note 6) |
| KIRTLINGTON, OXFORD OX5 3HX | |
| Other directorships † | |
| I hereby consent to act as director of the company named on page 1 | |
| Signature <i>Christian Hunter</i> | Date 11.6.84 |

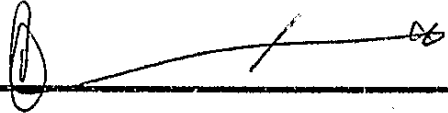
| | |
|--|---|
| Name (note 3) | Business occupation |
| DR ALAN STEWART WILLMOTT MA. D. PHIL. | DIRECTOR OF RESEARCH |
| Previous name(s) (note 3) | Nationality |
| Address (note 4) 18, CHALFONT ROAD | BRITISH |
| OXFORD, OX2 6TH. | Date of birth (where applicable) (note 6) |
| Other directorships † | |
| I hereby consent to act as director of the company named on page 1 | |
| Signature <i>A. Willmott</i> | Date 11 July 1984 |

Please do not
write in this
binding margin



Important
The particulars
to be given are
those referred to
in section
21(2)(b) of the
Companies Act
1976 and section
200(3) of the
Companies Act
1948. Please
read the notes
on page 4 before
completing this
part of the form.

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

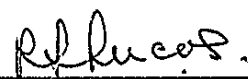
| | |
|---|--------------|
| Name (notes 3 & 7) | |
| COLIN KEEBLE PEACOCKE F.A.I.A. M.B.I.M. | |
| Previous name(s) (note 3) | |
| Address (notes 4 & 7) 24 CUMNOR HILL | |
| OXFORD OX2 9HA | |
| I hereby consent to act as secretary of the company named on page 1 | |
| Signature  | Date 11/7/84 |

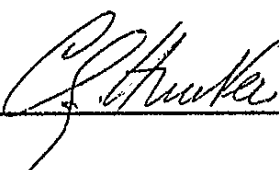
| | |
|---|------|
| Name (notes 3 & 7) | |
| Previous name(s) (note 3) | |
| Address (notes 4 & 7) | |
| I hereby consent to act as secretary of the company named on page 1 | |
| Signature | Date |

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

† delete as
appropriate

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

Signature  [Subscriber] [Agent]† Date 10.7.84

Signature  [Subscriber] [Agent]† Date 11 July 1984

Please do not
write in this
binding margin

THE COMPANIES ACTS 1948 TO 1981



**Statement of first directors and
secretary and intended situation
of registered office (continuation)**

Continuation sheet No. 1
to Form No. 1

For official use

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

Name of Company

* delete if
inappropriate

| | |
|--------------------------|----------|
| OXFORD MICRO-ELECTRONICS | Limited* |
|--------------------------|----------|

Particulars of the first directors (continued) (note 2).

| | | | |
|--|---|--|-----------------|
| Name (note 3) | JOHN SYDNEY ROLLETT | Business occupation | SCIENTIST |
| Previous name(s) (note 3) | | Nationality | BRITISH |
| Address (note 4) | 19 BARTON LANE, HEADINGTON OXFORD OX3 9JW. | Date of birth (where applicable) (note 6) | |
| Other directorships † | | | |
| I hereby consent to act as director of the company named on page 1 | | | |
| Signature | | | Date 11 July 84 |

† enter particulars
of other director-
ships held or
previously held
(see note 5). If
this space is
insufficient
continue over-
leaf.

| | | | |
|--|----------------------------------|--|---------------|
| Name (note 3) | COLIN KEEBLE PERCLOCK | Business occupation | ADMINISTRATOR |
| Previous name(s) (note 3) | | Nationality | BRITISH |
| Address (note 4) | 24 CUMMER HILL OXFORD OX2 9HA | Date of birth (where applicable) (note 6) | |
| Other directorships † | | | |
| I hereby consent to act as director of the company named on page 1 | | | |
| Signature | | | Date 11/7/84 |

Stanley Davis (Company Services) Limited



International Company Registrations and Searches

124-128 City Road, London EC1V 2NJ
Telephone 01-250 3350 Telex 21957-DAVIS G
LDE Box No 274

TPS 1013

Particulars of other directorships held or previously held (note 5) specifying the director in question

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write in this
binding margin



FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1838486

I hereby certify that

OXFORD MICRO-ELECTRONICS LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the

6TH AUGUST 1984

A.K. Phillips
MRS. A. K. PHILLIPS
an authorised officer

THE COMPANIES ACTS 1948 TO 1976

Notice of accounting reference date

Pursuant to section 2(1) of the Companies Act 1976

A

Please do not
write in this
binding margin

To the Registrar of Companies

For official use

Company number

116

1838486

Name of company

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

OXFORD MICRO-ELECTRONICS

Limited*

*delete if
inappropriate

hereby gives you notice in accordance with subsection (1) of section 2 of the Companies Act 1976 that the accounting reference date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

Important
The accounting
reference date
to be entered
alongside
should be
completed as
in the following
examples:

31 March

Day Month

3 1 0 3

5 April

Day Month

0 5 0 4

31 December

Day Month

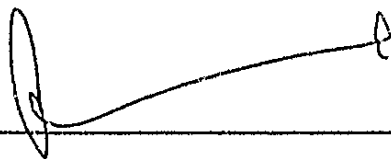
3 1 1 2

Please mark X in the box below if a public company

Day Month

0 5 0 4

Signed



[Director][Secretary]†

Date

6/9/84

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

For official use
General section

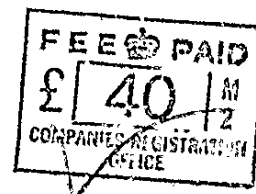
Post



1838486

10

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
RESOLUTIONS OF OXFORD MICRO-ELECTRONICS LIMITED



At the Annual General Meeting of the Company duly convened and held at the offices of the University of Oxford, Delegacy of Local Examinations, Ewert Place, Summertown, Oxford at 4.30pm on the 27th November 1985 the following resolutions were duly passed as special resolutions of the company:-

1. That the name of the Company be changed to "Oxford International Assessment Services Limited".
2. That the following provision be inserted in clause 3(a) of the Company's Memorandum after the words "... on a commission or fee basis or otherwise".

....."and to carry on business in the UK and elsewhere as consultants advisers and researchers in to all aspects of training and on all matters of an educational and vocational nature; to provide examination papers and grant certificates or diplomas to students or trainees who have shown proficiency in their studies or training;....."

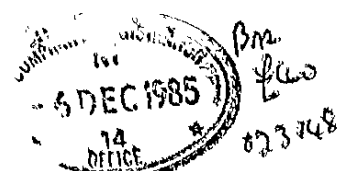
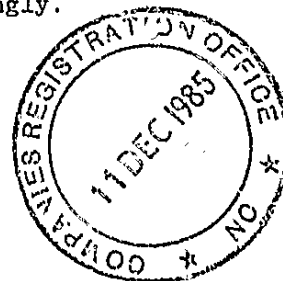
3. That the following clause be inserted in the Company's Memorandum and numbered sub-clause 3(c).

...."To subscribe to or otherwise aid or support charitable, educational, benevolent, national or other institutions, or objects of a public nature, or which have any moral or other claims to support or aid by the Company by reason of the nature or locality of its operations or otherwise and in particular, but without limit to the foregoing, to pay or apply the whole or any part of its profits whether by way of a covenanted donation or otherwise to or for the benefit of the University of Oxford; and in connection therewith to enter into any covenants and agreements."

and that the following sub-clauses be renumbered accordingly.

..... (C. S. P. [Signature])
(Chairman/Secretary)

27/11/85



FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1838486

I hereby certify that

OXFORD MICRO-ELECTRONICS LIMITED

having by special resolution changed its name, is now

incorporated under the name of

OXFORD INTERNATIONAL ASSESSMENT SERVICES LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the

19TH DECEMBER 1985

D. G. Blackstock

D. G. BLACKSTOCK

an authorised officer

1838486/15
As amended by special resolution dated 27th November 1985

The Companies Acts 1948 – 1985
Company Limited By Shares

OXFORD INTERNATIONAL ASSESSMENT SERVICES LIMITED

Memorandum and Articles of Association

Incorporated on the 6th day of AUGUST 1984

Company Number:- 1838486



MEMORANDUM OF ASSOCIATION

of

OXFORD INTERNATIONAL ASSESSMENT SERVICES LIMITED

1. The name of the Company is Oxford International Assessment Services Limited
2. The Registered Office of the Company will be situate in England
3. The objects for which the Company is established are:-
 - (a) To carry on the business of owners, managers, proprietors and operators of computer bureaux and agencies of every and any description; to carry on the business as consultants, designers, producers, manufacturers, wholesalers, retailers, exporters, importers, agents for the sale of and general merchants, dealers, traders, marketers, suppliers and distributors, hirers and leasers of computer software and hardware and ancillary and allied equipment of every and any description; to carry on the business of computer programmers, devisers of computer languages and codes, punch card operators and as consultants and advisers into all aspects of the computer and allied industries; to carry on the business of manufacturers and dealers in computer hardware and software and peripheral equipment; and continuous stationery of all kinds; to undertake the supply of such staff and other personnel that may be required by persons having dealings with the Company; and to undertake, perform and carry out all services in connection with the computer trades and industries; and to carry on the business of dealers in electronic, electrical and other machinery and office supplies, furniture, furnishings, and equipment of all kinds; and to enter into any contracts and other arrangements of all kinds with persons having dealings with the Company on such terms and for such periods of time as the Company may from time to time determine, on a commission or fee basis or otherwise; and to carry on business in the U.K. and elsewhere as consultants, advisers and researchers into all aspects of industrial training and on all matters of an educational and vocational nature; to provide technical and vocational training services; to draft and provide examination papers and to grant certificates or diplomas to students or trainees who have shown proficiency in their studies or training; and to carry on any other trade or business, whatever, of a like and similar nature.

- (b) To carry on any other business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company.
- (c) To subscribe to or otherwise aid or support charitable, educational, benevolent, national or other institutions, or objects of public nature, or which have any moral or other claims to support or aid by the Company by reason of the nature or locality of its operations or otherwise; and in particular, but without limit to the foregoing, to pay or apply the whole or any part of its profits whether by way of a covenanted donation or otherwise to or for the benefit of the University of Oxford; and in connection therewith to enter into any covenants and agreements.
- (d) To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.
- (e) To erect, alter or maintain any buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (f) To acquire by subscription or otherwise and hold, sell, deal with or dispose of any shares, stock, debentures, debenture stocks, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (g) To receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and generally to act as bankers.
- (h) To borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, debenture, debenture stock, bond, standard security,

indemnity, lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within each case the meaning of Section 154 of the Companies Act in 1948, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint venture arrangement with any person, persons, firm or company.

- (i) To lend money with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested, and generally as the Directors think fit.
- (j) To apply for, purchase or otherwise acquire and hold or use any patents, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired.
- (k) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, Consultants, experts or agents.
- (l) To employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (m) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of the Company and to acquire, hold or dispose of shares, stocks or securities issued by or any other obligations of any such other company.
- (n) To draw, accept and negotiate promissory notes, bills of exchange and other negotiable instruments.
- (o) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.

- (p) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (q) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (r) To enter into arrangements for joint working in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company.
- (s) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, or company carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (t) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (u) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or

other funds for any such persons as aforesaid or their dependents.

- (v) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (w) To distribute in specie assets of the Company properly distributable amongst the members, 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.
- (x) To do all or any of the things hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents.
- (y) To do all such other things as are incidental to or which the Company may think consistent with the above objects or any of them.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

- 4. The liability of the members is limited.
- 5. The Share Capital of the Company is £100,000 divided into 100,000 Ordinary Shares of £1 each.

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

Names, Addresses and Descriptions
of Subscribers

Number of Shares taken
by each Subscriber

Dr. R.L. LUCAS MA, PhD
9 Talbot Road
Oxford

ONE

Chairman of Delegates
University of Oxford Delegacy of Local Examinations

THE CHANCELLOR MASTERS AND SCHOLARS
OF THE UNIVERSITY OF OXFORD
Represented by the Delegates of Local Examinations
Ewert Place
Summertown
Oxford
OX2 7BZ

ONE

Miss C.G. Hunter MA. Secretary to the Delegates

DATED the 11th day of July 1984

WITNESS to the above Signatures:-

COLIN KEEBLE PEACOCKE
24 Cumnor Hill
Oxford

ADMINISTRATOR

~~ARTICLES~~
MEMORANDUM OF ASSOCIATION

of

OXFORD INTERNATIONAL ASSESSMENT SERVICES LIMITED

PRELIMINARY

1. Subject as hereinafter provided the Regulations contained or incorporated in Table A in the First Schedule to the Act (such Table being hereinafter called "Table A") shall apply to the Company.
2. Regulations 3, 11, 22, 24, 30, 58, 71, 73A, 79, 80, 84(2), 84(4) and 88 to 94 (inclusive) and the second sentences of Regulations 95 and 97 of Table A shall not apply to the Company, but the Regulations hereinafter contained together with the remaining Regulations of Table A shall, subject to the modifications hereinafter expressed, constitute the regulations of the Company.
3. Any reference in these Regulations to an enactment shall be construed as a reference to that enactment as amended or extended by or under any other enactment.

PRIVATE COMPANY

4. The Company is a private limited company, and accordingly:-
 - (a) no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise); and
 - (b) no shares in or debentures of the Company shall be allotted, nor shall any agreement to allot such shares or debentures be made, (whether for cash or otherwise), with a view to all or any of such shares or debentures being offered for sale to the public, and sections 45(2) and 55 of the Act shall apply for the purposes of this Regulation as they apply for the purposes of the Act.

INTERPRETATION

5. In Regulation 1 of Table A between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same" shall be inserted.

6. In these Regulations:-

| | |
|--------------------|----------------------------------|
| The Statutes means | The Companies Acts 1948 to 1983; |
| The Act means | The Companies Act 1948; |
| The 1980 Act means | The Companies Act 1980; |
| The 1981 Act means | The Companies Act 1981. |

SHARES

7. Subject to the provisions of the next following Regulation the Directors are authorised for the purposes of section 14 of the 1980 Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company at the date hereof and the Directors may allot, grant options over or otherwise dispose of such shares, to such persons, on such terms and in such manner as they think fit provided always that:-

- (i) save as provided in sub-paragraph (ii) of this Regulation the authority given in this Regulation to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company;
- (ii) the Members in General Meeting may by Ordinary Resolution:-
 - (a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years, but such Resolution must state (or restate) the amount of shares which may be allotted under such authority or renewed authority or, as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the authority or renewed authority will expire;
 - (b) revoke or vary any such authority (or renewed authority);
- (iii) notwithstanding the provisions of sub-clauses (i) and (ii) of this Regulation the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired.

In this Regulation any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

8. In accordance with sub-section (9) of section 17 of the 1980 Act sub-sections (1) (6) and (7) of section 17 of the 1980 Act are excluded from applying to the Company. Any shares for the time

being unissued shall be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than fourteen days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the Directors may in accordance with the provisions of these Regulations allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think most beneficial to the Company. The Directors may in like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the Directors effectually be offered in the manner aforesaid.

9. The proviso to Regulation 15 of Table A shall not apply to the Company.
10. Subject to Part III of the 1981 Act, and to Regulation 14, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.
11. Subject to Part III of the 1981 Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, at the option of the Company or the shareholder liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.
12. Subject to Part III of the 1981 Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company.

LIEN

13. The lien conferred by Regulation 11 of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two

or more joint holders for all moneys presently payable by him or his estate to the Company: but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Regulation. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

14. (a) No share or beneficial ownership of a share shall be transferred nor shall the Company purchase any of its own shares pursuant to Regulation 10 unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (b) Any member proposing to transfer any share or beneficial ownership of a share (hereinafter called "the vendor") shall give notice in writing (hereinafter called a "transfer notice") to the Company of such proposal. That transfer notice shall specify the sum which in the vendor's opinion constitutes the fair price of each share specified therein, and shall constitute the Company the vendor's agent for the sale of such share or shares (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to the Members (other than the vendor) at that price, save that if the Directors do not accept that the sum specified by the vendor constitutes the fair price of the said shares they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) to certify by certificate in writing (hereinafter called "a certificate of value") the value in their opinion of the said shares as between a willing seller and a willing buyer, and in such a case the transfer notice shall nevertheless constitute the Company the vendor's agent for the sale of the said shares but at the price certified in the certificate of value.
- (c) If the Auditors are instructed to certify the fair value as aforesaid the Company shall, as soon as it receives the certificate of value, furnish a copy thereof to the vendor. The cost of obtaining the certificate of value shall be borne by the Company.
- (d) Upon the price being fixed as aforesaid (whether by reference to the vendor's opinion of the fair price or by reference to the certificate of value) the Company shall forthwith by notice in writing (hereinafter called the "offer notice") inform each Member (other than the vendor) of the number and price of the said shares and shall invite each such Member to apply in writing to the Company within 21 days of the date of despatch of the offer notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.

- (e) If such Members shall within the said period of 21 days apply for all or (save as otherwise provided in the transfer notice) any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for) to or amongst the applicant Members in proportion as nearly as may be to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided that no applicant Member shall be obliged to take more than the maximum number of shares specified by him as aforesaid. If any shares shall not be capable without sub-division of being allocated to the Members in proportion to their existing holdings, the same shall be allocated to the applicant Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit.
- (f) The Company shall forthwith give notice of such allocations (hereinafter called an "allocation notice") to the vendor and to the Members to whom the said shares have been allocated and shall specify in that allocation notice the place and time (being not earlier than 14 and not later than 28 days after the date of the despatch of the allocation notice, which shall be specified therein) at which the sale of the said shares so allocated shall be completed.
- (g) The vendor shall be bound (upon payment of the purchase price due in respect thereof) to transfer the shares comprised in an allocation notice to the purchasing Members named therein at the place and time therein specified; and if in any case the vendor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase price on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase price shall be a good discharge to the purchasing Member. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the vendor.
- (h) During the 6 months following the expiry of the period of 21 days referred to in paragraph (e) of this Regulation the vendor shall be at liberty subject nevertheless to the provisions of paragraph (i) of this Regulation to transfer to any person (including, but subject to Regulation 10, the Company) and at any price (not being less than the price fixed under paragraph (b) of this Regulation) any of the said shares not allocated by the Directors in an allocation notice.
- (i) 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.

15. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof.
16. The instrument of transfer of a fully paid share shall be executed 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 executed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of Members in respect thereof.

PROCEEDINGS AT GENERAL MEETINGS

17. In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and on a poll vote instead of him and that such a proxy need not also be a Member. Regulation 50 of Table A shall be modified accordingly.
18. Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 69 of Table A shall be modified accordingly.
19. The word "fourteen" shall be substituted for the word "thirty" in Regulation 57 of Table A.
20. At any General Meeting a resolution put to the vote of the 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 the Chairman or by any Member present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
21. Subject to the provisions of the Statutes, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such Members.

DIRECTORS

22. The first Director or Directors of the Company shall be the person or persons named in the statement delivered under section 21 of the Companies Act 1976.
23. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than one. 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, discretions and authorities vested in the Directors, and Regulation 99 of Table A shall be modified accordingly.
24. In Regulation 86 of Table A the words from "and every director" to the end shall be omitted.
25. Any Director may by notice in writing signed by him and deposited with the Company appoint an alternate and by the like notice revoke such appointment. Such alternate Director must be either a Director of the Company or a person approved by a majority of 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 accordingly, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as Director. One person may act as alternate Director to more than one Director and while he is so acting shall be entitled to a separate vote for each Director he is representing and if he is himself a Director his vote or votes as an alternate Director shall be in addition to his own vote. Such alternate Director shall not be deemed to be the agent of the Director whom he represents.
26. A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 64 of the 1980 Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) shall declare the nature of his interest at a Meeting of the Directors in accordance with section 199 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.
27. The office of Director shall be vacated if the Director:-
 - (a) resigns his office by writing under his hand left at the Registered Office;
 - (b) be found or becomes of unsound mind or becomes bankrupt or compounds with his creditors;

- (c) becomes for the time being prohibited from being a Director by reason of any order made under any of the Statutes; or
- (d) is removed from office by a resolution duly passed under section 184 of the Act.

- 28. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 29. The Directors shall manage the business of the Company, and all the powers of the Company which are not by Statutes, these Regulations or the Regulations of Table A which apply to the Company required to be exercised by the Company in General Meeting shall be exercised by the Directors.

DIVIDENDS

- 30. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part III of the 1980 Act which apply to the Company.

SEAL

- 31. In Regulation 113 of Table A the words "or by some other person appointed by the Directors for the purpose" shall be omitted.

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Names, Addresses and Descriptions
of Subscribers

Dr. R.L. LUCAS
9 Talbot Road
Oxford

Chairman of Delegates
University of Oxford Delegacy of Local Examinations

THE CHANCELLOR MASTERS AND SCHOLARS
OF THE UNIVERSITY OF OXFORD
Represented by the Delegates of Local Examinations
Ewert Place
Summertown
Oxford
OX2 7BZ

Miss C.G. Hunter MA. Secretary to the Delegates

DATED the 11th day of July 1984

WITNESS to the above Signatures:-

COLIN KEEBLE PEACOCKE
24 Cumnor Hill
Oxford

ADMINISTRATOR