

3643358

Company Number:

THE COMPANIES ACT 1985 - 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM

- and -

ARTICLES OF ASSOCIATION

- of -

NET NORTH WEST LIMITED

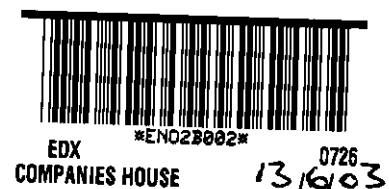
MANCHES & CO.

- Solicitors -

3 Worcester Street, Oxford OX1 2PZ

(Ref: EEW/13669/0001)

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THE COMPANIES ACTS 1985 - 1989

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

MEMORANDUM OF ASSOCIATION

- of -

NET NORTH WEST LIMITED

1. The Company's name is Net North West Limited.
2. The Company's registered office is to be situated in England and Wales.
- 3.i The Company's objects are:

To develop, transfer or deliver either directly or via other agencies, companies, partnerships or individuals, a managed broadband network and support services in the North West of England or anywhere else in the United Kingdom and Europe.

- 3.ii In support of the objects, the Company has the following powers:

- (A) To participate with outside bodies in any of the matters aforesaid.
- (B) To commission, prepare and publish reports, brochures, leaflets or periodicals by any means.
- (C) To apply for and take out patents or otherwise acquire any designs, trade marks, patent rights or inventions, copyright or secret processes which may be useful for the Company's objects or any of them and to grant licences to use the same.
- (D) To manufacture, buy, sell and generally deal in any plant, machinery, tools, instruments or other equipment, goods or materials of any description which may be conveniently dealt with by the Company in connection with any of its objects.
- (E) To enter into partnership or into any arrangement, including the formation of a company or companies, for joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or co-operation with any person, partnership or Company,

and to transfer any of the Company's assets in pursuance of any such partnership or arrangement.

- (F) To purchase for development, reclamation, investment or re-sale and to deal in land and commercial and other property of any tenure and any interest therein to achieve the objects of the company.
- (G) To lay out and develop any land held or proposed to be held by the Company or by any person, company or body in association with the Company, and construct drains and sewers thereunder or in connection therewith, lay on water, gas or electricity or other artificial light, power, telecommunication links or other services, and to build, convert, alter or improve factories, warehouses, stores, offices or other buildings of all kinds or to finance, guarantee or arrange the execution of such work by any other person, body or company.
- (H) To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Company.
- (I) To take such steps by personal or written appeals, or otherwise, as may from time to time be necessary for the purpose of procuring contribution to the funds of the Company in the shape of grants, donations, annual payments or otherwise.
- (J) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Company may think suitable or convenient for any purpose in connection with its activities and to erect construct and equip buildings and works of all kinds.
- (K) To invest the monies of the Company in or upon such shares, securities and investments and in such manner as may from time to time be determined by the Directors of the Company.
- (L) To borrow or raise or secure the payment of money or receive deposits in such manner and upon such terms as the Company may think fit, and to enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or otherwise.
- (M) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any other person or Company having dealings with the Company or in whose business or undertaking the Company is interested.

- (N) To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- (O) To sell, let, develop, dispose of or otherwise deal with the undertaking of all or any part of the property of the Company upon any terms, with power to accept as the consideration any shares, securities or obligations of or interest in any other company, provided that no right, concession or privilege shall be afforded nor any land, building or other property of the Company transferred, assigned or leased to any person or body who is or has at any time been a Member or Director of the Company or any subsidiary or holding company of the Company for less than the best consideration that could reasonably be obtained in an open market transaction in respect of that right, concession, privilege, land building or other property.
- (P) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incidental to the formation, registration and advertising of or raising money for the Company and the issue of capital, including brokerage and commissions for, obtaining applications for or taking, placing or underwriting debenture stock, securities or obligations.
- (Q) To enter into any arrangements with any government body or authority-supreme, municipal, local, European or otherwise, and to obtain from or afford to any such government or authority any rights, concessions and privileges that may seem conducive to the attainment of the objects of the Company or any of them.
- (R) To transfer, convey, assign or lease to any local authority, government body, quasi-government body or agency or any charity for any or no consideration any land, building or other property the transfer, conveyance, assignment or lease of which may appear to the Company to be conducive to the attainment of the objects of the Company or any of them.
- (S) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a holding company of the Company or is a subsidiary of the Company or such holding company or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid or any persons in whose welfare the Company or any such other

company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs, or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object and to do any of the matters aforesaid either alone or conjunction with any such other company as aforesaid.

- (T) To promote, form and incorporate any company or companies for the purpose of its or their acquiring (on any terms) all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated or benefit the Company and to pay all the expenses or incidental to such promotion, formation and incorporation.
- (U) To carry on any business or undertaking for the purposes of any of the objects of the Company.
- (V) To purchase, establish and maintain and/or participate in or contribute to the cost of insurance for the benefit of any persons who are or were at any time Directors, officers or employees of the Company, or of any other company which is the subsidiary or subsidiary undertaking of the Company, or who are or were at any time trustees of any pension fund in which any employees or former employees of the Company or of any such other company as aforesaid are beneficiaries or otherwise interested, including insurance against any liability incurred by such persons in relation howsoever to any act or omission in the actual or purported execution and/or discharge of the duties of any such person and/or in the exercise or purported exercise of the powers of any such person and/or otherwise in relation to the Company or any such other company as aforesaid or such pension fund and to the extent permitted by law to indemnify or to exempt any such person from or against any such liability.
- (W) Generally to do all such things as the Company may deem to be necessary or expedient for the purposes of any of the objects of the Company or for purposes incidental to those purposes or to be conducive to the attainment of any of those purposes.

And it is hereby declared that the word "company" shall be deemed to include any partnership or other body or person, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere

and that each of the provisions specified in each paragraph of this clause shall (except where otherwise expressed in such paragraph) be in no way linked or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. (A) The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members of the Company other than upon the winding up or dissolution of the Company. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any Officer of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest on money lent or reasonable and proper repayment of out-of-pocket expenses and interest on money lent or reasonable and proper rent for any premises demised or let to the Company.
5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute to the Company's assets in the event of its being wound up while he is a Member, or within one year afterwards for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and the costs, charges, and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Pound.
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the property will be divided between the Members of the Company at the date of winding up or dissolution, in proportion to their voting rights in the Company according to the then current Articles of Association of the Company. The share of a Member of the Company may be satisfied in cash or in kind and, subject to the remainder of this clause, the method of allocation shall be a matter for the determination of the Board of Directors of the Company.

The subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS
AND SIGNATURES ON THEIR BEHALF

Council for the Central Laboratory of the Research Councils
Rutherford Appleton Laboratory
Chilton
DIDCOT
Oxon
OX11 0QX

Linda Baines
Mrs Linda Baines

Witnessed: 7th 7 SEPTEMBER 1968

Name: Mr MARK GREENHAM

Address: 25 SHRELAND CLOSE

CROVE, WIMBORNE

OXFORDSHIRE

OX12 0AF

Signature: M. Greenham

The University of Liverpool
Senate House
Abercromby Square
LIVERPOOL
L69 3BX

RECEIVED

MDh
Mr Michael Douglas Carr
Registrar

Witnessed: _____

Name: HEATHER JAMIESON

Address: REGISTRAR'S OFFICE

SENATE HOUSE

UNIVERSITY OF LIVERPOOL

LIVERPOOL L69 3BX

Signature: HJ Jamie Son

Liverpool John Moores University
2 Rodney Street
LIVERPOOL
L3 5UX



Professor Peter Toyne
Vice-Chancellor & Chief Executive

Witnessed:



Name:

DAVID A. JAGUES

Address:

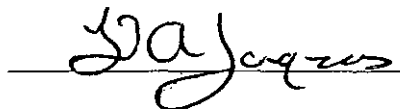
LIVERPOOL JOHN MOORES

UNIVERSITY

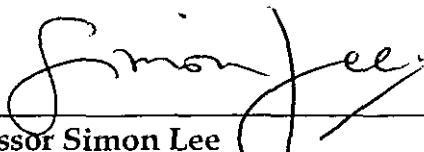
2 RODNEY ST.

LIVERPOOL L3 5UX

Signature:



Liverpool Hope University College
Hope Park
LIVERPOOL
L16 9JD



Professor Simon Lee
Chief Executive, on behalf of the Governing Body

Witnessed: 02/09/98

Name: GRAHAM DONEGAN

Address: LIVERPOOL HOPE UNIVERSITY COLLEGE

HOPE PARK

LIVERPOOL

L16 9JD

Signature: G. Donegan

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L39 4QP



Dr John Cater
Chief Executive

Witnessed:

S. J. 1906.

Name:

Address:


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LEDHAM PARK

LITTLE SUTTON,

CHESHIRE, L66 4YS

Signature:



Bolton Institute of Higher Education Higher Education Corporation
Deane Road
BOLTON
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C. R. Mack

Mr ~~Brian Bruce~~ CCR MACK
DEPUTY Chairman of Governors

Witnessed:

C. F. Hubbard

Name:

COLIN F HUBBARD

Address:

BOLTON INSTITUTE

DEANE RD

BOLTON

Signature:

THIS PAGE FORMS PART OF THE MEMORANDUM OF
ASSOCIATION OF NET NORTH WEST LTD.

Keele University

Keele

Staffordshire

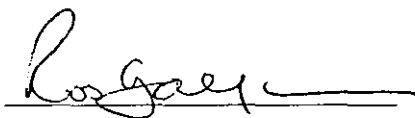
ST5 5BG



Mr Simon J. Morris

University Secretary & Registrar

Witnessed:



Name:

R GALLAGHER

Address:

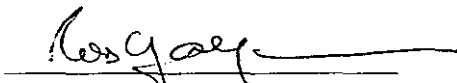
MILESTONE COTTAGE

WOORE

NR CREWE

CHESHIRE

Signature:



University of Central Lancashire
PRESTON
PR1 2HE

B. G. Booth

Mr Brian Booth
Vice-Chancellor

Witnessed:

Paulmond

Name:

PAM ACKROYD

Address:

UNIVERSITY OF

CENTRAL LANCASHIRE

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Signature:

Paulmond

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Nicholas Abercrombie

Professor N. Abercrombie
Deputy Vice-Chancellor

Witnessed: Marjorie M Gardner

Name: MRS. M. M. GARDNER

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19th August 1988

Signature: Marjorie M Gardner

Staffordshire University
Beaconside
STAFFORD
ST18 0AD



Mr K.B.G. Sproston
University Secretary

Witnessed: N.JONES 25.8.98

Name: MRS. NICOLA JONES

Address: 22 MALSTONE AVENUE

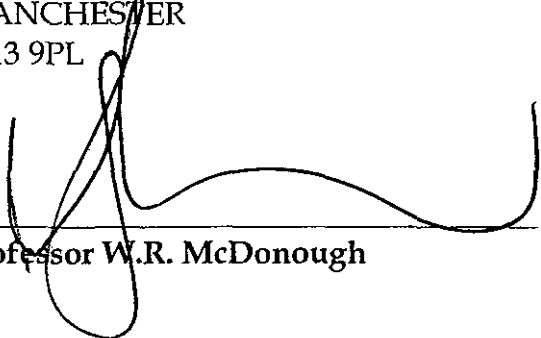
BADDELEY GREEN

STOKE-ON-TRENT

ST2 7NN

Signature: N Jones

The Victoria University of Manchester
Oxford Road
MANCHESTER
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Professor W.R. McDonough

Witnessed: _____

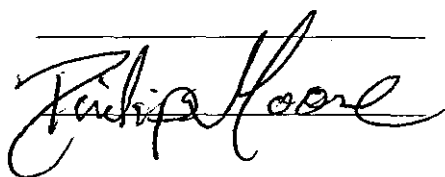
Name: P. MOORE

Address: 2 DUNLUCE PARK


PORTSALL INTRAC

CO. ANTRIM

Signature: _____



University of Manchester Institute of Science and Technology
P.O. Box 88
MANCHESTER
M60 1QD


Mr P.C.C. Stephenson
Secretary & Registrar

Witnessed: H. WALLACE

Name: HELEN WALLACE

Address: 3 SHERBROOKE ROAD

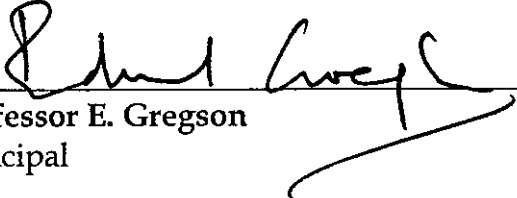
DISLEY

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Signature: 

Royal Northern College of Music
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MANCHESTER
M13 9RD


Professor E. Gregson
Principal

Witnessed: 21 AUGUST 1998

Name: LEWIS D. ANDERSON

Address: 59 THE HALL COPPICE

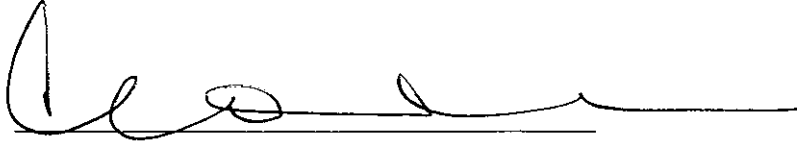
EGERTON

BOLTON

LANKS BL7 9UE

Signature: 

The University of Salford
The Crescent
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M5 4WT



Mr R. Corner
Finance Director

Witnessed: _____

Name: R. EVANS

Address: 13 MARSH GROVE RD.
MARSH

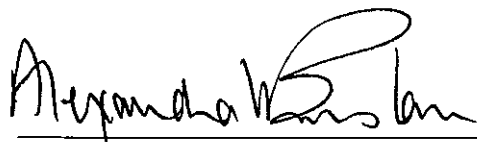
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WEST YORKS

Signature: E Evans

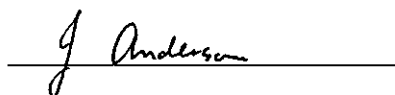
The Manchester Metropolitan University

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Oxford Road
MANCHESTER
M15 6BH



Mrs A.V. Burslem
Vice-Chancellor

Witnessed:



Name:

JENNIFER ANDERSON

Address:

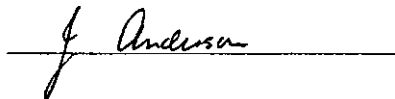
HAWTHORN COTTAGE

BISHOP'S LANE

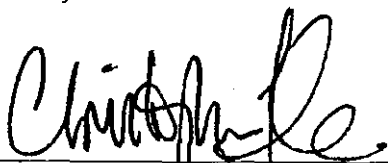
BUXTON

DERBYSHIRE SK17 6UN

Signature:



University College of St. Martin
LANCASTER
LA1 3JD



Christopher John Carr
Principal

Witnessed: E. Robinson

Name: ELIZABETH ROBINSON

Address: 12 LANGTON CLOSE

LANCASTER

LA1 2TJ

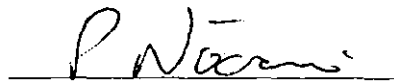
Signature: E. Robinson

Cumbria College of Art & Design, Carlisle
Brampton Road
CARLISLE
Cumbria
CA3 9AY



Professor David Vaughan
Principal

Witnessed:



Name:

PETER NIXON

Address:

FINANCE DEPARTMENT

CUMBRIA COLLEGE OF ART AND DESIGN

CARLISLE

CA3 9AY

Signature:

Dated: 25 SEPTEMBER 1998

THE COMPANIES ACT 1985 – 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

NET NORTH WEST LIMITED

1. (A) In these Articles the words standing in the First Column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if consistent with the subject or context:

WORDS	MEANINGS
The Act	The Companies Act 1985 as amended by the Companies Act 1989 and every statutory modification, amendment or re-enactment thereof for the time being in force.
These Articles	These Articles of Association as amended, from time to time.
The Board	The Board of Directors for the time being of the Company.
By-laws	The regulations adopted by the Company pursuant to Article 65 of these Articles.
The Company	Net North West.
Director	A Founder Member Director or an Ordinary Member Director as the case may be and "Directors" shall be construed accordingly.
Founder Member	The subscribers to the Memorandum and Chester College of Higher Education.
Founder Member Director	A Director of the Company appointed by a Founder Member.

The Office	The Registered Office for the time being of the Company.
Member	A Founder Member or an Ordinary Member as the case may be and "Members" shall be construed accordingly.
Memorandum	The Memorandum of Association of the Company.
Ordinary Member	A Member admitted pursuant to Article 3.
Ordinary Member Director	A Director of the Company appointed by the Ordinary Members.
The Register	The Register of Members of the Company.
The Seal	The Common Seal of the Company.
The United Kingdom	Great Britain and Northern Ireland.
Year	Calendar Year.
Month	Calendar Month.
In Writing	Written, printed, photographed, xerographed or lithographed or partly one and partly another and other modes of representing or reproducing works in a visible form.

- (B) Where the context so admits words importing the singular number only shall include the plural number, and vice-versa.
- (C) Where the context so admits words importing the masculine, feminine and neuter gender only shall include either or both of the others.
- (D) Words importing persons shall include corporations or other bodies whether incorporated or not incorporated.
- (E) Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

2. The Members of the Company shall be the Founder Members and the Ordinary Members.

3. (A) The Board shall in all cases have an absolute discretion in deciding whether any person shall or shall not be admitted to membership of the Company.
- (B) Every person desirous of becoming an Ordinary Member of the Company, must sign and deliver to the Company an application for Membership in the form following namely:

"To

I/We
of

desire to become an Ordinary Member of the Company and request you to enter my/our name in the Register of Members accordingly. We agree to comply with the terms of the Memorandum and Articles of Association and any By-laws of the Company."

- (C) Any application for Membership of the Company shall be referred to the meeting of the Board next held after the receipt of such application. That meeting shall determine, by a majority of the Directors present at the meeting, whether the applicant is to be admitted or rejected.

The Board shall notify in writing the applicant of its decision, but shall not be bound to give any reason for rejection.

- (D) Any corporation or body which is a Member of the Company may by resolution of its directors, committee or other governing body, authorise such person as the Board may approve to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation or body which he represents as that corporation or body could exercise if it were an individual Member of the Company.

4. A Member's membership shall cease forthwith in any of the following cases:

- (A) If he shall give notice of resignation in writing to the Company.
- (B) If at least 90% of the Members of the Company (excluding the Member in question) vote in favour of a resolution terminating the Member's membership, and proposed at a properly-convened General Meeting of the Company;
- (C) If he is disqualified from being a Director pursuant to Article 43; or
- (D) If he fails to pay any subscription required by the By-laws by the due date;

and if he is a Director, he shall forthwith tender his written resignation containing an acknowledgement to the Company by Deed that he has no claim against the Company for compensation for loss of office or otherwise howsoever arising in connection with such resignation from office. If the Member in question is a Founder Member, it shall forthwith procure the resignation from the Board of any Director appointed by it pursuant to Article 33.

5. Every Member shall further to the best of his ability the objects and interests of the Company and shall observe the By-laws.

GENERAL MEETINGS

6. General Meetings shall be held at such time and place as may be determined by the Board.
7. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meeting.
8. The Board may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists as provided by the Act.
9. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is given, served or deemed to be served and of the day on which the meeting is held) specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the auditors) as are under these Articles or under the Act entitled to receive such notices from the Company, but with the consent of all the Members having the right to attend the vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members may think fit.
10. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting

shall also be deemed special, with the exception of the consideration of the income and expenditure account, and balance sheet, and the reports of the Board and the auditors, and the appointment of, and the fixing of the remuneration of, the auditors.

12. No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business. Save as herein otherwise provided, a quorum shall consist of four Members of whom at least two shall be Founder Members.
13. If within half-an-hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be validly constituted and shall proceed and be deemed to be quorate.
14. The Chairman (if any) of the Board shall preside as Chairman at every General Meeting but if there be no such Chairman or if at any such meeting he shall not be present within fifteen minutes after the time appointed for holding the same or shall be unwilling to preside the Vice-Chairman (if any) of the Board shall preside whilst the Chairman shall be absent or unwilling to preside, but if there shall be no such Chairman or Vice-Chairman or neither of them shall be present and willing to preside the Members present shall choose some Member of the Board, or if no such Member be present, or if all Members of the Board present decline to take the Chair, they shall choose some other Member of the Company who shall be present to preside.
15. The Chairman may, with the consent of any General Meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned General Meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a General Meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned General Meeting.
16. 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 upon the declaration of the result of the show of hands) demanded by (a) the Chairman, or (b) by any Member present in person or by proxy; and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minute book 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 that resolution. The demand for a poll may be withdrawn.

17. Subject to the provisions of Article 18, if a poll be demanded in the manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
18. No poll shall be demanded on the election of a Chairman of a meeting, or any question of adjournment.
19. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall not be entitled to a second or casting vote.
20. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES AT GENERAL MEETINGS

21. Each Founder Member shall have ten votes and each Ordinary Member shall have one vote.
22. Only a Member duly registered or a duly authorised representative of a corporation or body appointed pursuant to Article 3(D) shall be entitled to be present or to vote on any question either personally or by proxy at any General Meeting.
23. Votes may be given on a show of hands or on a poll either personally or by proxy.
24. A Member who is an individual shall be entitled to appoint a proxy to attend and vote on his behalf at any General Meeting of the Company or to take part in any poll. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing. No person not being a Member shall be appointed a proxy.
25. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as

valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

26. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
27. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

"I _____ a Member of Net North West Limited
hereby appoint
of
to vote for me and on my behalf at the (Annual or Extraordinary, or
Adjourned, as the case may be) General Meeting of the Company to be held
on the _____ day of _____ at every adjournment thereof.

Signed this _____ day of _____ 19____

Name:

This form is to be used * in favour of the resolution
against

Unless instructed otherwise, the proxy will vote as he/she thinks fit

* Strike out whichever you do not want."

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

28. Allowances may be paid to the Directors for duties carried out in connection with the business of the Company and approved for those purposes by the Company in general meeting.

POWERS OF THE BOARD

29. The business of the Company shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company, and as

are not by Statute or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, the provisions of the Act, the By-laws, and to such regulations, being not inconsistent with the Act, the By-laws and these Articles, as may be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made.

30. Subject to Article 54, members for the time being of the Board may act notwithstanding any vacancy in their body, provided always that in case the Directors shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Board for the purpose of summoning a General Meeting, but not for any other purpose.

APPOINTMENT OF DIRECTORS

31. The Directors shall be not less than four in number.
32. The first Directors shall be appointed in writing by completion of the statement required to be delivered for registration by Section 10 of the Act and shall consist of persons who shall be designated as Founder Member Directors (and shall be deemed to have been appointed under Article 33).
33. Each of the Founder Members shall have the right to appoint and maintain in office one Founder Member Director and to remove or replace any Founder Member Director nominated by it. Any removal or replacement of a Founder Member Director shall take effect on the lodgement of a notice in writing (signed on behalf of the relevant Founder Member) to the Secretary of the Company at the Office.
34. The Ordinary Members in General Meeting shall have the right to appoint up to 4 Ordinary Member Directors in aggregate and to remove or replace any Ordinary Member Directors. No nomination for appointment as an Ordinary Member Director or proposal for the removal of an Ordinary Member Director shall be considered at a General Meeting unless notice in writing signed on behalf of one or more Ordinary Members has been given to the Secretary of the Company at the Office not less than ten days before the date of the General Meeting, or, in the case of removal, if the provisions of the Act have been complied with. A nominee shall be appointed or removed if at the General Meeting a simple majority of the Ordinary Members represented at the General Meeting vote in favour of his appointment or removal. If there are more than four nominations for appointment, the Chairman shall determine a fair method of putting the nominations to a vote of the Ordinary Members.

35. No Director shall be appointed otherwise than as provided in Article 32, Article 33 or Article 37.
36. The Directors shall not be subject to retirement by rotation.
37. The Board shall have the right to appoint and maintain in office one or more additional Directors to hold the office of Chief Executive and any other executive office of the Company and to remove or replace any such Director nominated by it.
38. Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Board and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.
39. An alternate Director shall be entitled to receive notice of all meetings of the Board and of all meetings of sub-committees of which his or her appointor is a member to, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his or her absence, but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director. But it shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.
40. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.
41. Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Board.
42. Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

DISQUALIFICATION OF DIRECTORS

43. The office of a Director shall be vacated:
 - (A) If a receiving order is made against him or he makes any arrangement or composition with his creditors generally.
 - (B) If he becomes of unsound mind.
 - (C) If by notice in writing to the Company he resigns his office.

- (D) If he ceases to be a Director by virtue of any provision of the Act.
 - (E) If he becomes prohibited by law from being a Director.
 - (F) Upon receipt of notice that such person has been removed as a Member pursuant to Article 3(D).
 - (G) If he is removed from office pursuant to Articles 33 or 34 or 37.
44. A person may be appointed as a Director whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

PROCEEDINGS OF THE BOARD

45. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. A quorum shall consist of four Directors, together with the Chairman. Questions arising at any meeting shall be decided by a majority of votes of all Directors. Each Director shall have one vote. In case of an equality of votes, the Chairman shall not have a second or casting vote. If within half-an-hour from the time appointed for the holding of such a meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be validly constituted and shall proceed and be deemed to be quorate.
46. A Director may, and on the request of a Director, the secretary shall at any time summon a meeting of the Board on not less than five working days notice in writing served upon the several Directors specifying the major business to be transacted thereat and attaching copies of all papers and documents to be considered thereat. A Director who is absent from the United Kingdom shall not be entitled to a notice of a meeting but, if the Director is appointed by a Founder Member, notice shall be given to the Founder Member who appointed or nominated him.
47. The Chairman of the Company will be elected annually by the Board from among the Directors. The Board may from time to time elect a Director as a Vice-Chairman and may determine for which period he is to hold office or failing the period so fixed may at any time remove the Vice Chairman. The Chairman shall be entitled to preside at all meetings of the Board at which and during the time for which he is present, but if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting or is unwilling to preside then the Vice-Chairman may preside whilst the Chairman shall be absent or unwilling to preside. If no Chairman or Vice-Chairman be elected or be present and willing to preside,

the Directors present shall choose one of their number to be Chairman of the meeting whilst the Chairman and Vice Chairman (if any) be absent or unwilling to preside.

48. A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Board generally.
49. A Director shall not vote in respect of any contract or arrangement in which he is financially interested or any matter arising thereout; and if he does so vote his vote shall not be counted.
50. The Board may delegate any of their powers to a committee consisting of at least three Directors and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board.
51. If the Board shall appoint a Chief Executive or other executive officer pursuant to Article 37, they may enter into an agreement on such terms as they think fit for that person's employment by the Company or for the provision by that person of any services. Any appointment as Chief Executive or other executive office shall cease if that person ceases to be a Director but without prejudice to any claim for damages for breach of contract.
52. All acts bona fide done by any meeting of the Board or of any committee of the Board, or by any person acting as a Director, shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.
53. The Board shall cause proper minutes to be made of all appointments of Directors and secretaries made by the Board and of the proceedings of all meetings of the Company and of the Board and of committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

54. A resolution in writing signed by all the Directors or members of any committee of the Board entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.

SECRETARY

55. The secretary shall be appointed by the Board for such time and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. The Board may from time to time by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the secretary if there be no secretary or no secretary capable of acting.

THE SEAL

56. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of either one Director and the secretary or two Directors.

ACCOUNTS

57. The books of account shall be kept at the Office, or, subject to the Act, at such other place or places as the Board shall think fit, and shall always be open to the inspection of the Directors.
58. The Company in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the Accounts and books of the Company, or any of them, and subject to such conditions and regulations the Accounts and books of the Company shall be open to the inspection of Members at all reasonable times during business hours.
59. At the Annual General Meeting in every year the Directors shall lay before the Company a proper income and expenditure account for the period since the last preceding account made up to a date not more than six months before such meeting, together with a proper balance sheet made up as at the same date.

Every such balance sheet shall be accompanied by proper reports of the Directors and the auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto, or to accompany the same, shall not less than twenty-one clear days before the date of the meeting be sent to the auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to

be served. The auditors' report shall be open to inspection and be read before the meeting as required by the Act.

60. Once at least in every year, the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.
61. Auditors shall be appointed and their duties regulated in accordance with the Act.

NOTICES

62. A notice may be given by the Company to any Member either personally or by sending it by post to him at the address in the Register, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected at the expiration of twenty-four hours after the letter containing the same is posted.
63. Notice of every General Meeting shall be given to:
 - (A) Every Member, provided always that each such Member shall have given an address within the United Kingdom to the Company for the giving of notices to them.
 - (B) The Directors.
 - (C) The auditors for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

INDEMNITY

64. Subject to the provisions of the Memorandum and the Act, every Director, and secretary, executive officer and auditor of the Company shall be indemnified out of the funds and assets of the Company against all liabilities incurred by him as such Director, secretary, executive officer or auditor in or about the execution of his office or otherwise in relation thereto.

BY-LAWS

65. The Board may establish and amend By-laws for any of the following purposes:

- (A) to determine the subscription payable by Members;
- (B) to determine the consequences of withdrawal of Membership, in particular, the granting of permission for equipment to remain in the ex Member's premises and any relevant licences and wayleaves relating thereto; and the continuance of financial liabilities to the Company;
- (C) the provision of funding by some or all of the Founder Members to the Company if HEFCE withdraws funding;
- (D) the provision by Founder Members of guarantees to the Company of certain levels of funding;
- (E) to require Members to preserve the confidentiality of the Company's confidential information;
- (F) to determine the interests of Members and Founder Members in intellectual property generated by the Company;
- (G) such other purposes as may be determined by the Board from time to time by a resolution in favour of which at least 75% of the total number of Directors shall have voted.

NAMES AND ADDRESSES OF SUBSCRIBERS
AND SIGNATURES ON THEIR BEHALF

Council for the Central Laboratory of the Research Councils
Rutherford Appleton Laboratory
Chilton
DIDCOT
Oxon
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Linda Baines
Mrs Linda Baines

Witnessed: 7 SEPTEMBER 1998

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Address: 25 STANBROOK CLOSE

GROVE, WINDSOR

OXFORDSHIRE

OX11 0AF

Signature: M. Greenwood

The University of Liverpool
Senate House
Abercromby Square
LIVERPOOL
L69 3BX

MOh
Mr Michael Douglas Carr
Registrar

Witnessed: _____

Name: HEATHER JAMIESON

Address: REGISTRAR'S OFFICE

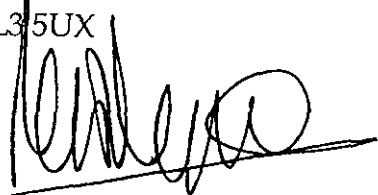
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UNIVERSITY OF LIVERPOOL

LIVERPOOL L69 3BX

Signature: H Jamieson

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2 Rodney Street
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L3 5UX



Professor Peter Toyne
Vice-Chancellor & Chief Executive

Witnessed:

DA Jacques

Name:

Daniel A Jacques

Address:

Liverpool John Moores University

2 Rodney St

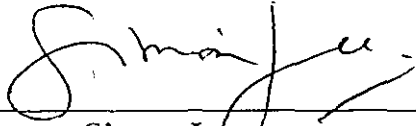
Liverpool

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Signature:

DA Jacques

Liverpool Hope University College
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L16 9JD



Professor Simon Lee
Chief Executive, on behalf of the Governing Body

Witnessed: G. Donelan 02/09/98

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HOPE PARK

LIVERPOOL

L16 9JD

Signature: G. Donelan

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Dr John Cater
Chief Executive

Witnessed: S. J. 190E.

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Signature: 

Bolton Institute of Higher Education Higher Education Corporation
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MR Mach

Mr ~~Brian Bruce~~ *CCR MACH*

DEPUTY Chairman of Governors

Witnessed:

C. R. Hubbard

Name:

COLIN R HUBBARD

Address:

BOLTON INSTITUTE

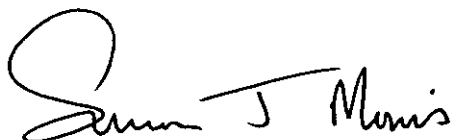
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BOLTON

Signature:

THIS PAGE FORMS PART OF THE ARTICLES OF
ASSOCIATION OF NET NORTH WEST LTD.

Keele University
Keele
Staffordshire
ST5 5BG



Mr Simon J. Morris
University Secretary & Registrar

Witnessed: 

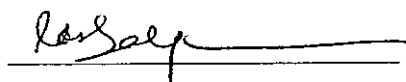
Name: R. G. A. Hill

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B. G. Booth

Mr Brian Booth
Vice-Chancellor

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Nichols Abercrombie

Professor N. Abercrombie
Deputy Vice-Chancellor

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19th August 1998

Signature: Marjorie M. Gardner

Staffordshire University
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Mr K.B.G. Sproston
University Secretary

Witnessed: N. JONES 28.8.98

Name: MRS. NICOLA JONES

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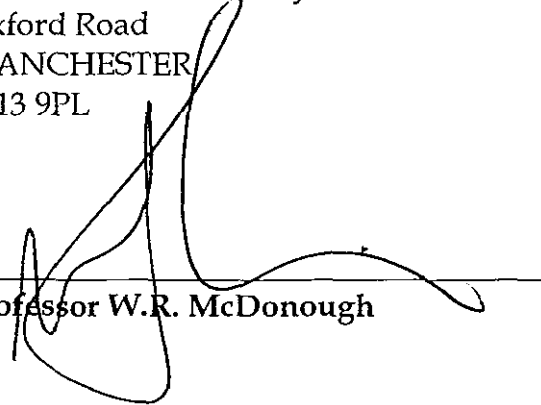
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Professor W.R. McDonough

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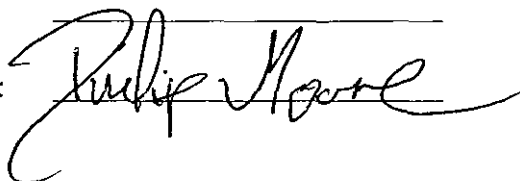
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CO ANTRIM

Signature: _____



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Mr P.C.C. Stephenson
Secretary & Registrar

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Name: HELEN WALLACE

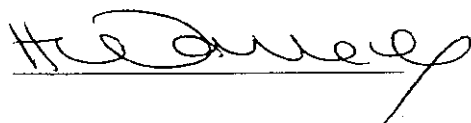
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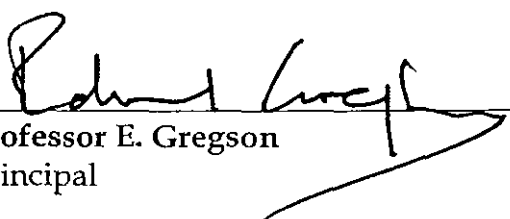
STOCKPORT

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Royal Northern College of Music
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Professor E. Gregson
Principal

Witnessed: 21 August 1998

Name: LEWIS D. ANDERSON

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The Crescent
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Mr R. Corner
Finance Director

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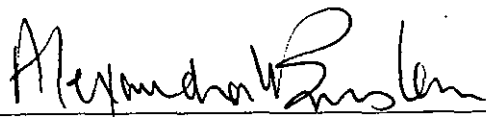
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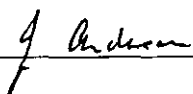
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Signature: E Evans

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Mrs A.V. Burslem
Vice-Chancellor

Witnessed: 

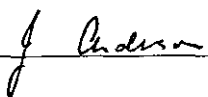
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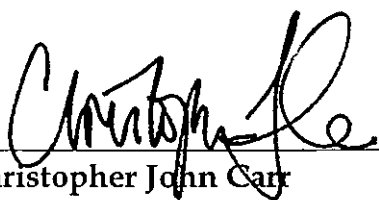
BISHOP'S LANE

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Signature: 

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Christopher John Carr
Principal

Witnessed: E. Robinson

Name: ELIZABETH ROBINSON

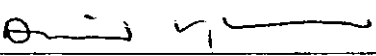
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Signature: E. Robinson

Cumbria College of Art & Design, Carlisle
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Cumbria
CA3 9AY



Professor David Vaughan
Principal

Witnessed: 

Name: PETER NIXON

Address: FINANCE DEPARTMENT.

CUMBRIA COLLEGE OF ART AND DESIGN

CARLISLE

CA3 9AY

Signature: _____

Dated: 25 SEPTEMBER 1998