



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

Company No. 4071207

The Registrar of Companies for England and Wales hereby certifies that
CICERO COMMUNICATIONS LIMITED

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

Given at Companies House, Cardiff, the 14th September 2000



N040712078



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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



BLUEPRINT
Company Secretary

12

Declaration on application for registration

Please complete in typescript,
or in bold black capitals

CHFP055

Company Name in full **Cicero Communications Limited**

I, **Katrina Tatam**

of **33 Hanoverian Way, Spindlewood, Whiteley, Near Fareham, Hampshire,
PO15 7JT**

† Please delete as appropriate

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

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

Declarant's signature

Declared at **Star Lane House, Staple Gardens, Winchester, Hampshire, SO23 9AD**

On

Day	Month	Year
07	09	2000

① Please print name.

before me ①

ROBERT C. KERR

**SOLICITOR
STAR LANE HOUSE
STAPLE GARDENS
WINCHESTER**

Signed

Date

07-Sept-00

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

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

**Morley & Scott Corporate Services
12 Southgate Street
Winchester
Hampshire
SO23 9EE**



A36
COMPANIES HOUSE

0016
08/09/00

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



BLUEPRINT
Company Secretary

Please complete in typescript,
or in bold black capitals.

CHFP055

Notes on completion appear on final page

10

First directors and secretary and intended situation of registered office

Company Name in full

Cicero Communications Limited

Proposed registered office

(PO Box numbers only, are not acceptable)

Lynton House

7-12 Tavistock Square

Post town

London

County / Region

Postcode

WC1H 9LT

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

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

0

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

Morley & Scott Corporate Services
12 Southgate Street
Winchester
Hampshire
SO23 9EE

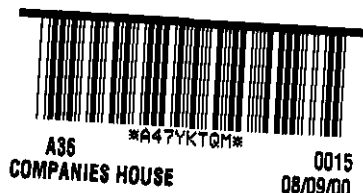
When you have completed and signed the form please send it to
the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh




Company Secretary (see notes 1-5)

Company name		Cicero Communications Limited	
Name	* Style / Title	Miss	* Honours etc
* Voluntary details.	Forename(s)	Kim Daniela	
	Surname	Denton	
	Previous Forename(s)		
	Previous Surname(s)		
Address		5 Bradley Road	
Usual residential address		Harestock	
For a corporation, given the registered or principle office address.			
	Post town	Winchester	
	County / Region	Hampshire	Postcode SO22 6LG
	Country	England	

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

Consent Signature



Date

07 SEP 2000

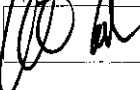
Directors (see notes 1-5)

Please list directors in alphabetical order

Name	* Style / Title	Ms	* Honours etc	LL.M FCIS
	Forename(s)	Katrina		
	Surname	Tatam		
	Previous Forename(s)			
	Previous Surname(s)			
Address		33 Hanoverian Way		
Usual residential address		Spindlewood		
For a corporation, given the registered or principle office address.		Whiteley		
	Post town	Near Fareham		
	County / Region	Hampshire	Postcode	PO15 7JT
	Country	England		
	Date of birth	Day 2 2	Month 1 2	Year 1 9 5 4
	Nationality	British		
	Business occupation	Chartered Secretary		
Other directorships				

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

Consent Signature



Date

07 SEP 2000

Directors (continued)

(see notes 1-5)

Name	* Style / Title	<input type="text"/>	* Honours etc	<input type="text"/>						
* Voluntary details.										
	Forename(s)	<input type="text"/>								
	Surname	<input type="text"/>								
	Previous Forename(s)	<input type="text"/>								
	Previous Surname(s)	<input type="text"/>								
Address										
Usual residential address										
For a corporation, given the registered or principle office address.										
	Post town	<input type="text"/>								
	County / Region	<input type="text"/>	Postcode	<input type="text"/>						
	Country	<input type="text"/>								
	Date of birth	<table border="1"><tr><td>Day</td><td>Month</td><td>Year</td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	Day	Month	Year	<input type="text"/>	<input type="text"/>	<input type="text"/>	Nationality	<input type="text"/>
Day	Month	Year								
<input type="text"/>	<input type="text"/>	<input type="text"/>								
	Business occupation	<input type="text"/>								
	Other directorships	<input type="text"/>								
I consent to act as director of the company named on page 1										
	Consent Signature	<input type="text"/>	Date	<input type="text"/>						

This section must be signed byEither
an agent on behalf
of all subscribers

Signed

Date

Or the subscribers

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

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Notes

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

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

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

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

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

Address:

Give the usual residential address.

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

Subscribers:

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

2. Directors known by another description:

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

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

The date of birth must be given for every individual director.

4. Other directorship

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

- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

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

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

Other directorships

Company Name in full Cicero Communications Limited



THE COMPANIES ACTS 1985 TO 1989

0096367

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

CICERO COMMUNICATIONS LIMITED

1. The Name of the Company is **CICERO COMMUNICATIONS LIMITED**
2. The Registered Office of the Company will be situate in England and Wales.
3. The Objects for which the Company is established are:-
 - (1) a. To carry on all or any of the businesses of communication systems and consultants, production planners, engineering technicians, to design, draw and supervise the making of, and to act as consultants and specialists in planning and preparing drawings, designs, specifications and quotations for use in connection with all types and forms of communication systems including electronics, electrical and general engineering industry, industrial designers and consultants, specialists in prototype and production development and work study, detail drawing and tracing, to create, establish and maintain an organisation for the provision of a drawing office service to communication systems, electronic, electrical and general engineers and contractors or for any other persons, firms or companies and to purchase, operate, maintain, service, buy, sell, lease, let on hire, manufacture and deal in all forms of and types of communication systems; and to carry on all or any of the businesses of electronic, electrical, general and precision engineers and toolmakers, manufacturers, designers, importers, exporters, repairers, installers, maintainers, merchants, shippers and distributors, agents for the sale of, and dealers in, hirers and letters on hire of all types and forms of communication systems, electronic, electrical and general engineering



equipment, plant, machinery, components and accessories, tools, jigs, dies and fixtures of all kinds, haulage and transport contractors, railway, forwarding, passenger and freight agents, insurance and general commission agents and general merchants; and to buy, sell, manufacture, repair, alter, manipulate and otherwise deal in vehicles, plant, machinery, fittings, furnishings and implements, tools, materials, products, articles and things capable of being used for the purpose of the foregoing businesses or any of them, or likely to be required by customers of, or persons having dealings with the Company.

b. To undertake and execute agency or commission work of all kinds and to act generally as agents, factors and brokers for the sale or purchase of goods and the provision of services and travel.

c. To carry on business, and to act as merchants, traders, agents, carriers or in any other capacity in the United Kingdom and elsewhere and to manufacture, import, export, buy, sell, barter, exchange, pledge, make advances upon, or otherwise deal in goods, produce, articles and merchandise of all descriptions.

d. Without prejudice to the generality of the foregoing to carry on the businesses of manufacturers, merchants, importers, exporters, distributors, hirers, repairers, buyers, sellers, agents for and dealers in:

(i) all machinery, implement, utensils, appliances, apparatus, accessories, lubricants, cement, solutions, enamels and all products, things and materials of all kinds capable of being used in connection with the automotive trade or industry.

(ii) ironmongery, builders' materials, timber, household and domestic appliances and fittings, china, glass, electrical appliances, apparatus and equipment and such other goods as may be conveniently sold therewith and all things capable of being used therewith or in the maintenance thereof.

(iii) metals, materials, minerals, oils, chemicals, substances and products, whether natural or artificial including in particular, but without limitation, plastics, resins and goods and articles made from the same, and compounds, intermediates, derivatives and by-products thereof.

(iv) engineering materials, apparatus, appliances and equipment of every description.

e. To deal with all kinds of plant, tools, substances, materials and things necessary or convenient for carrying on any of the businesses of the Company

and as manufacturers of and dealers in any other articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.

f. To repair, manufacture, process, alter, improve, remodel, model, lean, renovate, convert, manipulate and prepare for resale and resell any goods from time to time belonging to the Company.

- (2) To carry on any other business which may appear to the Company capable of being conveniently or advantageously carried on in conjunction with the above objects, or as ancillary to any of the foregoing businesses, or likely to be profitable to the Company.
- (3) To promote any other company or companies for the purpose of acquiring all or any of the property and undertaking and of the liabilities of the Company, or any other purpose which may appear likely to assist or benefit the Company.
- (4) To purchase, take on lease, take options over or by any other means acquire any freehold, leasehold or real or personal property of any and every kind for any estate or interest whatever, and any rights and privileges of any kind or in respect of any real or personal property.
- (5) To purchase or otherwise acquire all or any part of the property, business assets, goodwill and liabilities of any person, society, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on and any business similar to the Company's business which may be conveniently or advantageously carried on or combined with them or may be calculated directly or indirectly to enhance the value or render more profitable any of the Company's property and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, society, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, society, firm or company, and to give or accept by way of consideration for any of the acts, or things aforesaid or property acquired, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- (6) To construct, erect, procure, lay down, alter, repair, renovate, improve, develop, exchange, rent, let on lease and maintain any property, buildings, works, and machinery necessary or desirable for the Company's business and to mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the aforesaid property, buildings, works and machinery and any rights of the Company both real and personal.

- (7) To enter into any arrangement with any Governments or Authorities (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or Authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (8) To pay out of capital and debit to capital account the interest on any debentures, or other obligations of the Company and to pay interest on the paid-up share capital of the Company, and to charge the same to capital as part of the cost of construction of any works constructed or carried out by the Company.
- 9) To apply for, obtain, register, purchase or by any means acquire and protect, prolong, extend and renew whether in the United Kingdom or elsewhere any patents, patent rights, trade marks, copyrights, names, designs, rights of publication or other rights, licences, brevets d'invention, secret processes of the Company, and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon testing and improving any patents, invention or rights which the Company may acquire or propose to acquire.
- (10) To apply for, promote and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade and Industry or other Authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (11) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other Company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.
- (12) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

- (13) To enter into any arrangements or contract with any person, firm, or company for carrying on the whole or any part of the business of the Company, and to fix and determine the remuneration, which may be by way of money payment, allotment of shares (either fully or partly paid) or otherwise.
- (14) To sell, dispose of, lease, transfer and/or otherwise deal with the business, property and undertaking of the Company or any part thereof in consideration of payment in cash, or in shares, or debentures or upon such terms or for such other consideration as the Company shall deem fit.
- (15) To remunerate any person, firm or company rendering services to the Company, by payment in cash or by the allotment to him or them of shares or other securities of the Company credited as paid up in full, or otherwise as may be deemed expedient, and to indemnify members of the Company or other persons who undertake any liability on its behalf.
- (16) To invest the monies of the Company not immediately required for any other purpose of the Company by the purchase of the shares or securities of any company or by the purchase of any interest in land or buildings or in such other manner as shall from time to time be determined either with or without security.
- (17) To lend and advance money or give credit in such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become surety for any persons, firms or companies.
- (18) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (19) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing, by mortgage, charge, lien or other security 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, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which become binding on it.
- (20) To guarantee the payment of any debenture, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person and to give indemnities and guarantees of all kinds and to enter into partnership

or any joint purse arrangement with any person, firm or company having for its objects similar objects to those of this Company or any of them.

- (21) To guarantee either by personal obligation or by mortgaging or charging all or any part of the undertaking property and assets both present and future and uncalled capital of the Company, or by both such methods, the performance of any contract or obligation of any person, firm or company whatsoever.
- (22) To give any such guarantees, indemnities and/or security either with or without the Company receiving any consideration or advantage (direct or indirect) for giving such guarantee, indemnity and/or security.
- (23) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding Company of the Company or subsidiary of such holding Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary and to the wives, widows, husbands, widowers, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, husbands, widowers, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- (24) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.
- (25) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

- (26) To insure any servant of the Company against death or accident.
- (27) To distribute among the Members of the Company in kind any property of the Company of any kind.
- (28) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing same.
- (29) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, and to contract with any person, firm or Company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares or other securities of the Company.
- (30) To procure the Company to be registered or recognised in any part of the world.
- (31) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through agents or otherwise and either alone or in conjunction with others.
- (32) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or of any of the powers given to it by the Act or by this Clause.

AND so that:-

(a) None of the provisions set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(b) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(c) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed

to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

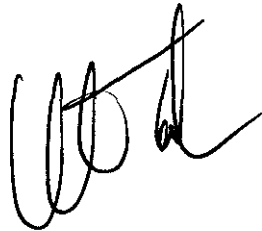
4. The liability of the Members is limited.
5. The Authorised Share Capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.

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 DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
---	---

Katrina Tatam
33 Hanoverian Way
Spindlewood
Whiteley
Near Fareham
Hampshire
PO15 7JT

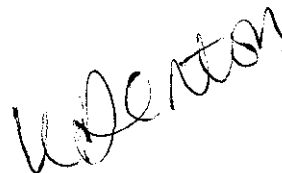
1



Chartered Secretary

Kim Daniela Denton
5 Bradley Road
Harestock
Winchester
Hampshire
SO22 6LG

1

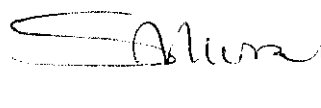


Company Office Assistant

Dated: 7th September 2000

Name, address and description of WITNESS to the above signatures:-

Mrs Sharon Murray
117 Hill Lane
Southampton
Hampshire
SO15 5AE



Administration Manager

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CICERO COMMUNICATIONS LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General

Meeting shall be by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated or any increased share capital at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be 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 share 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. Clause 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

PROCEEDINGS AT GENERAL MEETINGS AND RESOLUTIONS

5. (a) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

(b) No business shall be transacted at any General Meeting unless a quorum is present. Subject to paragraph (d) below two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

(c) If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall stand adjourned to such day and at such time and place as the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

(d) If and for so long as the Company has only one Member, that Member present in person or by proxy or if that Member is a corporation by a duly authorised representative shall be a quorum.

(e) Clauses 40 and 41 in Table A shall not apply to the Company.

(f) 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.

(g) Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands 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 made 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 votes recorded in favour of or against such resolution.

(h) The demand for a poll may be withdrawn.

(i) A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

PROCEDURE IF A SINGLE MEMBER COMPANY

6. (a) If the membership of the Company falls to one Member, or having had one Member, increases to more than one member an appropriate statement of such event shall together with the date of that event be entered in the register of Members in accordance with Section 352A of the Act.

(b) If and for so long as the Company has only one Member and that Member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this article shall not apply to resolutions passed pursuant to Sections 303 and 391 of the Act. Any decision taken by a Member pursuant to this Article shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minute Book.

(c) If and for so long as the Company has only one Member and that Member is a director, the Company shall, except as to contracts in the ordinary course of the Company's business, comply with the obligation in Section 322B of the Act to ensure that any contract between the Company and that member is in writing or set out in a memorandum in writing or is recorded in the Minutes of the first Meeting of the Directors following the making of that contract.

PROXIES

7. An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director, the secretary or other officer thereof or by its duly appointed attorney or duly authorised representative. Regulation 60 of Table A shall be construed accordingly. The directors may at their discretion treat a copy of a faxed or machine made instrument appointing a proxy as an instrument of

proxy. Appointment of a proxy may be accepted by the directors even if the instrument is deposited less than 48 hours before the time appointed for the meeting but this power shall not prevent the directors from requiring 48 hours' notice be given in any particular case. An instrument of proxy may be revoked at any time prior to the commencement of the meeting by notice of revocation given by such means as an instrument of proxy may be given under these Articles. Regulation 62 of Table A shall be construed accordingly.

APPOINTMENT OF DIRECTORS

8. (a) Clause 64 in Table A shall not apply to the Company.
- (b) *The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination the maximum number of Directors shall be ten and the minimum number of Directors shall be one. If and so long as the minimum number of directors specified under these Articles is one, a sole director may exercise all the powers conferred on the directors by these Articles, and shall do so by written resolution under his hand and, so long as there is such sole director, regulations 88 to 90 of Table A shall not apply to the Company.*
- (c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.
- (d) No person shall be appointed a Director at any General Meeting unless either:-
- (i) he is recommended by the Directors: or
 - (ii) *not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.*
- (e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- (f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in

accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

(g) In any case where as the result of the death of a sole Member of the Company the Company has no Members and no Directors the personal representatives of such deceased Member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in General Meeting pursuant to paragraph (e) of this Article.

DELEGATION OF POWERS

9. The following sentence shall be inserted in place of the first sentence of Regulation 72 of Table A:

"The directors may delegate any of their powers to any Committee consisting of one or more persons. Any Committee shall have the power unless the directors direct otherwise to co-opt as a member or as members of the Committee for any specific purpose any person or persons not being a director or directors of the Company".

BORROWING POWERS

10. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

PROCEEDINGS OF DIRECTORS

11. (a) A Director may vote, at any Meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the Meeting.

(b) Regulation 88 of Table A shall be amended by substituting for the sentence:

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom"

the following sentence:

"Notice of every meeting of directors shall be given to each director or his alternate director, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom".

(c) A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

(c) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

DIRECTORS AS CORPORATIONS

12. Where a director is a corporation, a director, the secretary or other officer thereof shall be deemed to be a duly authorised representative of that corporation for the purposes of signing any written resolution of directors of the Company.

ALTERNATE DIRECTORS

13. (a) A Director may at any time appoint any other person (whether a Director or Member of the Company or not) to act as Alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such appointment.

(b) An Alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of these Articles with regard to Directors. An Alternate Director shall subject to his giving to the Company an address at which notices may be served upon him be entitled to receive notices of all Meetings of the Board and to attend

and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed (except as regards the power to appoint an Alternate Director).

(c) An Alternate Director shall ipso facto cease to be an Alternate Director if his appointor ceases for any reason to be a Director.

(d) When a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointor such Alternate Director shall have one vote in addition to his vote as Director.

(e) Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment or by cable, telegram, telex or facsimile or in any other manner approved by the Directors. Any cable, telegram, telex or facsimile shall be confirmed as soon as possible by letter. Such instrument shall only take effect on the service thereof at the registered office of the Company, but may be acted upon by the Company meanwhile.

(f) The remuneration of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

(g) A Director shall not be liable for the acts and default of any Alternate Director appointed by him.

(h) An Alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being, but shall be counted for the purpose of reckoning whether a quorum is present at any Meeting of the Directors attended by him at which he is entitled to vote.

TELEPHONIC OR VISUAL COMMUNICATION MEETINGS

14. (a) For the purposes of these Articles any Director who is able (directly or by any form of telephonic or visual communication) to speak and be heard by each of the other Directors present or deemed to be present at any meeting of the Board, shall be deemed to be present at such meeting and shall be entitled to vote or be counted in the quorum accordingly.

(b) In determining whether a quorum exists, fixed by or in accordance with Article 8 as that necessary for the transaction of business of the Board, the

following shall be counted in the quorum (i) in the case of a resolution agreed by the Board in telephone communication or other form of visual communication, all such Directors, (ii) in the case of a meeting of the Board, in addition to the Directors present at the meeting any Director in telephonic or other such visual communications with the meeting.

(c) The Board, or a committee of the Board, may hold meetings by telephone or other such visual communications, either by conference telephone or visual connection(s) or by a series of telephone or visual conversations. The views of the Board, or a committee of the Board, as ascertained by such telephone or visual conversations and communicated to the chairman shall be treated as votes in favour of or against a particular resolution. A resolution passed at any meeting held in this manner, and signed by the chairman, shall be as valid and effectual as if it had been passed at a meeting of the Board (or as the case may be, of that committee) duly convened and held.

(d) Such meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is, and the word 'meeting'; shall be construed accordingly.

THE SEAL

15. (a) If the Company has a Seal it shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director. The obligation under Clause 6 of Table A relating to the Sealing of Share Certificates shall apply only if the Company has a Seal. Clause 101 of Table A shall not apply to the Company.

(b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official Seal for use abroad, and such powers shall be vested in the Directors.

TRANSFER OF SHARES

16. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

17. The right to transfer shares is restricted in manner hereinafter provided.

(a) A share may be transferred by a Member or other person entitled to transfer to any Member selected by the transferor; but save as provided by Sub-clauses (d) or (f) hereof, no share shall be transferred to a person who is not a member so long as any member is willing to purchase the same at a fair value.

(b) Except where the transfer is made pursuant to Sub-clauses (a), (d) or (f) hereof, the person desiring to transfer any share or shares (hereinafter called 'the proposing transferor') shall give written notice (hereinafter called 'a transfer notice') to the Company of such desire. The transfer notice may include one or more shares and shall have effect as if it were a separate notice in respect of each but may contain a provision that unless all the shares comprised in the transfer notice are sold by the company pursuant to this Clause, none shall be so sold and any such provision shall be binding on the Company. A transfer notice shall constitute the Company agent of the proposing transferor for the sale of the share or shares to any one or more members of the Company willing to purchase the same (hereinafter called 'the purchasing member') at the fair value to be certified in writing by the Company's Auditor, acting as an expert and not as an arbitrator.

(c) If the Company shall find one or more purchasing members within twenty eight days after being served with a transfer notice and shall inform the proposing transferor thereof, the latter shall, upon payment of the fair value in accordance with Sub-clause (b) hereof, be bound to transfer the share or shares to such purchasing members.

(d) If the company shall not, within twenty eight days of being served with a transfer notice, find a purchasing member or members and inform the proposing transferor thereof, the latter shall at any time within three months thereafter be at liberty, subject to sub-clause (g) hereof, to sell and transfer the shares (or such of them as are not placed) to any person at a price not less than that arrived at under sub-clause (b) hereof. Where the proposing transferor wishes to sell and transfer any shares at a price less than as arrived at under sub-clause (b) hereof, provision of sub-clause (e) shall re-apply.

(e) Where, under sub-clause (d), the proposing transferor wishes to sell and transfer shares at a price less than as arrived at under sub clause (b) hereof, such shares shall be specified in a transfer notice and offered to all members of the company (other than the proposing transferor). Those members wishing to acquire any or part of the shares will be offered shares in such proportions as they may agree to or in the absence of such agreement the shares will be offered

in proportion to the existing shareholdings of those members wishing to take further shares, until the total number of shares is allocated, or each purchasing member has been allocated such shares as he is willing to accept.

(f) On the death of a Member any shares registered in the name of such member may be registered in the names of the personal representatives if they shall so notify the Directors that this is required for the administration of the deceased member's estate. The personal representative shall not however dispose of such shares other than pursuant to the terms of sub-clause (a) hereof, unless a 'transfer notice' shall first be given to the Company pursuant to sub-clauses (b), (c), (d) and (e) hereof.

(g) The Directors may refuse to register any transfer of a share:

- (i) where the Company has a lien on the share; or
- (ii) where the Directors are of the opinion that it is undesirable to admit the proposed transferee to membership.

But this provision shall not apply where the proposed transferee is already a member nor to a transfer made pursuant to sub-clause (f) hereto.

INDEMNITY

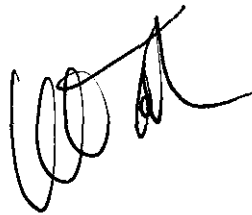
18. (a) Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, expenses, losses and liabilities sustained or incurred by him in the actual or purported execution of his duties or in the exercise or purported exercise of his powers or otherwise in connection with his office including, but without prejudice to the generality of the foregoing, any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which relief is granted to him by the Court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.
- (b) The directors shall have power to purchase and maintain for any director, secretary, auditor or other officer of the Company insurance against any such liability as is referred to in section 310(1) of the Act.

NOTICES

19. (a) Any notice or other document may be served on or delivered to any Member by the Company either personally or by sending it by post addressed to the Member at his registered address or by facsimile transmission or any other instantaneous means of transmission to a number or other co-ordinates provided by the Member for this purpose, or by leaving it at this registered address addressed to the Member, or by any other means authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all joint holders. Regulation 112 of Table A shall be modified accordingly;
- (b) Any notice or other document, which is sent by post shall be deemed to have been served or delivered 24 hours after posting, except in the cases where such notice or document has been sent by second class post whereby the period shall be 48 hours and, in proving such service or delivery, it shall be insufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post or sent by facsimile transmission or any other instantaneous means of transmission shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply.

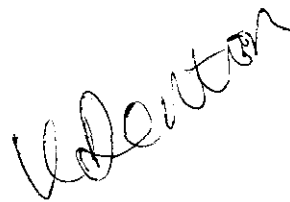
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Katrina Tatam
33 Hanoverian Way
Spindlewood
Whiteley
Near Fareham
Hampshire
PO15 7JT



Chartered Secretary

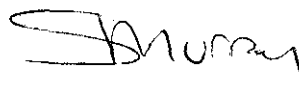
Kim Daniela Denton
5 Bradley Road
Harestock
Winchester
Hampshire
SO22 6LG



Dated: 7th September 2000

Name, address and description of WITNESS to the above signatures:-

Mrs Sharon Murray
117 Hill Lane
Southampton
Hampshire
SO15 5AE



Administration Manager