

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

Company No. 153841

The Registrar of Companies for Scotland hereby certifies that

MACROCOM (293) LIMITED

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

Given at Companies House, Edinburgh, the 24th October 1994

J. HENDERSON

Registrar Of Companies



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

G

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

12

Please do not
write in
this margin

Pursuant to section 12 of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use

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153841

Name of Company

MACROCOM (293) LIMITED

I, DAVID FLINT
of 152 Bath Street
GLASGOW G2 4TB

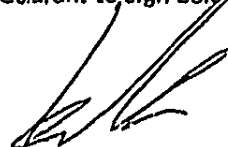
delete as
appropriate

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(2)) and that all the requirements of the above Act in respect of the registration of the
above company and of all matters precedent and incidental to it have been complied with,
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at Glasgow

Declarant to sign below

the Fourteenth day of October
One thousand nine hundred and ninety four
before me JOANNA SUSAN BOAG-THOMSON



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

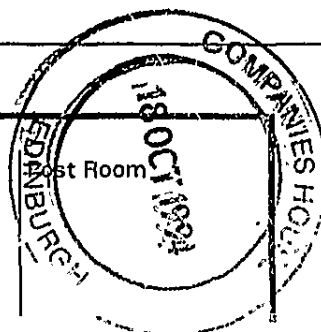
Joanna S. Boag-Thomson N.P. Glasgow

Presentor's name address
telephone number and reference

MacRoberts
152 Bath Street
GLASGOW G2 4TB
041 - 332 -9988
Ref:LSS/DF/JA/&R551.008

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New Companies Sect

letter:154312.frm



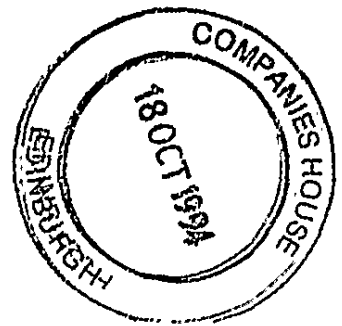
THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY SHARES

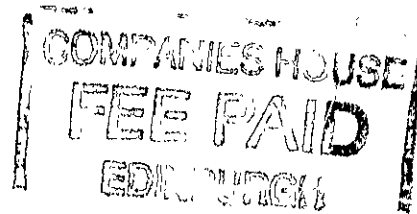
MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
MACROCOM (293) LIMITED

Incorporated :

MACROBERTS,
Solicitors,
Glasgow.
LSS/DF/JA/&R551008
[CPYM:MACR29.MEM]



THE COMPANIES ACTS 1985 to 1989



COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION

of

MACROCOM (293) LIMITED

153841

- I. The Company's name is "MACROCOM (293) LIMITED".
- II. The Company's Registered Office is to be situated in Scotland.
- III. The objects for which the Company is established are:-
 - (1) To carry on for profit, directly or indirectly, whether by itself or through subsidiary, associated or allied companies or firms in the United Kingdom or elsewhere in all or any of its branches any business, undertaking, project or enterprise of any description whether of a private or public character and all or any trades, processes and activities connected therewith or ancillary or complementary thereto.
 - (2) To carry on any other businesses which can be advantageously or conveniently carried on by the Company by way of extension of or in connection with the above or are calculated directly or indirectly to benefit the Company or to enhance the value of or render profitable any of the Company's property or rights.
 - (3) To acquire, erect, construct, lay down, enlarge, alter, maintain, improve and from time to time renew, any docks, harbours,



wharves, quays, railways, aerodromes, houses or other buildings, machinery, plant, roads and other works necessary or convenient for carrying on said trades and businesses and the purposes of the Company generally.

- (4) To apply for, purchase or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, privileges, concessions and licences, secret processes, trade marks, trade names, brands and copyrights and the like which may seem capable of being used for any of the purposes of the Company, and to use, exercise, develop, prolong and grant licences of the same.
- (5) To apply for or concur with others in applying for any Provisional Order, Act of Parliament, Licence of the Board of Trade or other authority for enabling the Company to carry out all or any of its objects or for any other purpose which may seem expedient, to subscribe to the expense of obtaining the same, and to oppose or subscribe to the expense of opposing any Provisional Order, Bill or any proceedings in Parliament or elsewhere which may seem directly or indirectly to affect prejudicially the Company's interests.
- (6) To purchase or otherwise acquire the whole or any part of the undertaking, property or assets of any company or person carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which

is capable of being conducted so as directly or indirectly to benefit the Company, and as part of the consideration for such acquisition to undertake all or any part of the liabilities of such company or person.

- (7) To pay for any property or rights acquired by the Company in cash, by instalments, or in shares, stocks, debentures, debenture stocks or other securities, whether fully or partly paid up, of the Company, or partly in one mode and partly in another and generally on such terms as may be agreed upon.
- (8) To amalgamate or enter into partnership, or into any arrangement for sharing profits, co-operation, union of interest, reciprocal concession, joint adventure, mutual interest, or assistance or otherwise with any company or person carrying on any business or having any objects similar to or kindred with any of the businesses or objects of the Company and that in such manner and on such terms and conditions as may be found expedient.
- (9) To subscribe for, take, or otherwise acquire and hold shares, stock, debentures, debenture stock or other securities of, or other interests in, any company having any objects similar to or kindred with any of the objects of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.
- (10) Whether with or without the Company receiving any consideration to guarantee and give security for the payment of any principal moneys, premiums, interest and other moneys secured by or payable under

securities or obligations of any company which is for the time being the Company's holding company or a subsidiary of the Company's holding company or any other company which may be promoted or established by the Company either alone or in conjunction with others or which may purchase or take over the whole or any part of the undertaking of the Company and to guarantee and give security for the payment of dividends and premiums on, and the repayment of the capital of, stocks and shares of all kinds and descriptions.

- (11) To lend and advance money or give credit to any company or person and in particular to customers and others having dealings with the Company and on such terms as may be thought fit and to guarantee and give security for the payment of any moneys or the performance of any contracts, liabilities or obligations of any company or person and to become liable or responsible for money and undertake obligations of every kind and description all upon such terms as may from time to time be considered desirable in the interests of the Company.
- (12) To borrow or raise money in such manner as the Company may think fit and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the undertaking, property or assets of the Company or any part thereof, including its uncalled capital, and also by a similar mortgage, charge or lien to secure any debt, liability or

obligation of any holding or subsidiary company of the Company or of any other company or of any person.

- (13) To receive money on deposit or temporary loan upon such terms as may be thought fit.
- (14) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, debentures, charter parties, bills of lading, and other negotiable or transferable documents.
- (15) To invest, or deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (16) To procure the Company to be registered or recognised in any part of the world outside the United Kingdom.
- (17) To establish or promote or concur in establishing or promoting any other company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem calculated to advance directly or indirectly the objects or interests of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire shares, stock, debentures, debenture stock or other securities of any such company.
- (18) To give or award pensions, annuities, gratuities, superannuation or other allowances or benefits, to any persons who are or have at any time been Directors of or employed by or in the service of the Company or of any company which is the holding company of, or a subsidiary company of,

or allied or associated with, the Company or any such holding company or subsidiary company, and to the wives, widows, children and other relatives and dependants of any such persons; to set up, establish, support and maintain pension, superannuation and other funds or schemes (whether contributory or non-contributory) and to make payments towards insurance or other payments (either in connection with any such fund or scheme or otherwise) for the benefit of such persons or any of them or any class of them; to support or subscribe to any charitable funds or institutions the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its officers or employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees; and to subscribe or guarantee money for any exhibition or for any public, general or useful object.

- (19) To sell, feu, lease, exchange, mortgage or otherwise deal with or dispose of the whole or any part of the undertaking, property or assets of the Company, or any right over or interest in the same, for such consideration, and in such manner and upon such terms and subject to such conditions, as the Company may think fit, and in particular for shares, stocks, debentures, debenture stocks or other securities, whether fully or partly paid up, of any other company.

- (20) To distribute any of the property of the Company among the Members in specie or kind.
- (21) To remunerate any company or person for services rendered or to be rendered in placing or procuring the subscription of, or otherwise assisting in the issue of, any shares, stock, debentures, debenture stock or other securities of the Company or of any company promoted by the Company.
- (22) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (23) To do all such other things as are incidental or conducive to the attainment of the aforesaid objects or any of them.

And it is hereby declared that in this Memorandum words denoting the singular number shall include the plural number and vice versa and the word "company", except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere and that the objects specified in each of the foregoing paragraphs of this Clause shall be regarded as independent objects and, accordingly, shall, except where otherwise expressed in such paragraphs, be in no wise limited or restricted by reference to or inference from any other paragraph.

IV. The liability of the Members is limited.

V. The Company's Share Capital is £100 divided into 100 shares of £1 each.

We, the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum of Association, and we agree to take the number of shares set opposite our respective names.

Names and Addresses of Subscribers	Number of Shares taken by each Subscriber
<hr/> David Flint Solicitor 152 Bath Street Glasgow G2 4TB	<hr/> One
<hr/> Ian Dickson Solicitor 152 Bath Street Glasgow G2 4TB	<hr/> One

Dated the 14th day of October 1994

WITNESS to the above Signatures:

Lesley Sharon Simpson
Chartered Secretary
152 Bath Street
Glasgow G2 4TB.

Lesley S. Simpson

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MACROCOM (293) LIMITED

153841

PRELIMINARY

1.1 In these articles:-

"Associated Transferee"

means any person to whom Shares held previously by a Leaving Member have been transferred pursuant to article 8.1;

"Directors"

means the directors of the Company from time to time or any duly constituted committee of the directors;

"Fair Value"

means the fair value of each Share comprised within a Transfer Notice as at the Valuation Date as shall be agreed by the Proposing Transferor and the Company or, failing agreement within a period of twenty one days after the date of receipt of the Transfer Notice by the Company, as shall be determined by the auditor for the time being of the Company (acting as an expert and not

as an arbiter and whose certificate shall be final and binding for these purposes) by valuing the whole of the issued class or classes of Shares comprised within the Transfer Notice and dividing the resultant figure by the total number of Shares of each such class in issue at the Valuation Date;

"Family Trust"

means, in relation to any member, a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that member and/or a Privileged Relation of that member and under which no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by any person other than the trustees or such member or his Privileged Relations;

"Leaving Member"

means any member or former members who, being a director and/or an employee of the Company, ceases to be a director and/or an employee for whatever cause;

"Privileged Relation"

means, in relation to any member, the spouse or widow or widower of the member and the member's children and grandchildren (including stepchildren and adopted

children);

"Proposing Transferor"	means any member or other person entitled to Shares who wishes to sell or transfer all or any of his Shares;
"Settlor"	means a settlor in relation to a Family Trust created <u>inter vivos</u> or <u>mortis causa</u> ;
"Shares"	means shares in the capital of the Company;
"Table A"	means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985;
"Transfer Notice"	means a notice in writing served by a Proposing Transferor on the Company pursuant to article 8.2 (a);
"Valuation Date"	means the date on which a Transfer Notice is served by the Proposing Transferor on the Company.

- 1.2 For the purposes of article 6, "trust" includes any right in respect of any Shares other than an absolute right thereto in the registered holder thereof for the time being or such other rights in the case of transmission thereof as are mentioned in Table A.
- 1.3 Unless the context otherwise requires, the singular shall include the plural and vice versa and reference to any gender shall include all genders.
2. The regulations contained in Table A, insofar as not excluded or varied by or inconsistent with these articles, shall apply to the Company and be deemed to be

incorporated herein.

3. Regulations 5, 64, 73 to 77 inclusive, 80, 94 to 98 inclusive and 101 of Table A shall not apply to the Company. The following regulations of Table A shall be modified:-

- (a) regulation 1 by the deletion of the words "'the seal' means the common seal of the company";
- (b) regulation 6 by the deletion of the words "shall be sealed with the seal" and by the substitution therefor of the words "shall be signed by two Directors or by one Director and the Secretary";
- (c) regulation 18 by the addition of the words "and all expenses of the Company incurred by reason of such non-payment" at the end of the first sentence thereof;
- (d) regulation 41 by the insertion of the words "if convened upon the requisition of members be dissolved; in any other case it shall" after the word "shall" where it first appears;
- (e) regulation 78 by the deletion of the words "and may also determine the rotation in which any additional directors are to retire"; and
- (f) regulation 79 by the deletion of the second and third sentences.

ISSUE OF SHARES

4. Subject to article 5, the Directors shall have authority, for the purposes of section 80 of the Act, to allot relevant securities within the meaning of such section up to an aggregate nominal amount equal to the authorised share capital of the Company on the date of its incorporation and that at any time or times during the period of five years from such date, or at any time thereafter if allotted pursuant to an offer or agreement entered into during such period.

- 5.1 Any unissued Shares which the Directors resolve to allot (other than Shares

which the Directors first resolve to allot following the incorporation of the Company) shall be offered in writing in the first instance to all members for the time being of the Company in proportion to the nominal amounts of Shares held by them respectively. Such offer shall:-

- (a) specify the number of Shares for which such members respectively are entitled to subscribe;
- (b) notify the members that any member wishing to subscribe for Shares in excess of his proportion shall in his reply state how many additional Shares for which he wishes to subscribe; and
- (c) limit a time (being not less than fourteen days from the date of the offer) within which the offer, if not accepted, shall be deemed to be declined.

If any member does not accept his proportion in full, the unaccepted Shares shall be used for satisfying any claims for additional Shares. If there shall be insufficient unaccepted Shares to satisfy in full all such claims, the unaccepted Shares shall be distributed amongst the members making such claims as nearly as may be in proportion to the nominal value of Shares held by them. Subject to the foregoing, the Directors may dispose of any unaccepted Shares as they think fit.

- 5.2 In the event of any difficulty arising by reason of an offer of Shares involving fractions, the Directors may settle the same as they think expedient and, in particular, they may ignore fractions altogether or may dispose of the Shares represented by such fractions as they think fit and distribute the net proceeds thereof among the members entitled to the same, rateably in accordance with the rights and interests of such members.
- 5.3 Pursuant to section 91(1) of the Act, the application to the Company of sections 89(1) and 90(1) to (6) inclusive of the Act shall be excluded.

TRUSTS

6. The Company shall not be bound to recognise but shall be entitled to recognise, in such manner and to such extent as it may think fit, any trusts in respect of any Shares. Notwithstanding any such recognition, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any Shares and shall be entitled to recognise and give effect to the acts and deeds of the holders of such Shares as if they were the absolute owners thereof.

TRANSFER OF SHARES

7. Except for a transfer in terms of article 8.1, the Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any Share, and the right to transfer Shares is restricted accordingly.
- 8.1 (a) Any member may at any time transfer (or, by will, bequeath or otherwise dispose of on death) all or any Shares held by him (other than Shares which have been transferred to him pursuant to this article 8.1):-
- (i) to a Privileged Relation; or
 - (ii) to trustees to be held upon a Family Trust.
- (b) Where such Shares are transferred to and held by trustees upon a Family Trust:-
- (i) on any change of trustees such Shares may be transferred to the new trustees of that Family Trust;
 - (ii) such Shares may be transferred at any time to the Settlor or to any person to whom under article 8.1 (a) the same could have been transferred by the Settlor if he had remained the holder thereof; and
 - (iii) if and whenever any Shares cease to be held upon a Family Trust

(otherwise than in consequence of a transfer authorised by article 8.1 (b) (ii)), the trustees shall forthwith serve a Transfer Notice in respect of these Shares and such Shares may not otherwise be transferred.

8.2 (a) If a Proposing Transferor wishes to sell or transfer all or any of his Shares (other than in accordance with article 8.1), he shall give a Transfer Notice to the Company stating the number of Shares to be sold or transferred. Such notice shall constitute the Company his agent for the sale of such Shares to any person or persons including the Company at the Fair Value. A Transfer Notice shall not be revocable except with the agreement of the Company.

(b) With a view to finding a purchaser for the Shares comprised in a Transfer Notice, the Company shall firstly offer such Shares at the Fair Value to the members then holding the remaining Shares (other than any Shares which at the date of such offer are subject to another Transfer Notice) as nearly as may be in proportion to the nominal value of their respective holdings of such Shares. Such offer shall:-

- (i) limit the time (being not less than fourteen days) within which such offer if not accepted in whole or in part shall be deemed to be declined; and
- (ii) notify such members that any such member who desires to purchase Shares in excess of his proportion shall in his reply state how many additional Shares he desires to purchase at the Fair Value.

If all such members do not accept their proportions in full, the unaccepted Shares shall be used for satisfying any claims for additional

Shares. If there shall be insufficient of the unaccepted Shares to satisfy in full all such claims for additional Shares, the unaccepted Shares shall be distributed amongst the members making such claims as nearly as may be in proportion to the nominal value of their said respective holdings of Shares.

- (c) The Company shall make such arrangements as regards the finding of a purchaser - including the Company - for any Shares not accepted or claimed in terms of article 8.2 (b) as it shall think just and reasonable, save that the price payable therefor shall not be less than the Fair Value.
- (d) If the Company within the space of ninety days after receipt of a Transfer Notice finds any person or persons pursuant to article 8.2 (b) or (c) willing to purchase any or all of the Shares comprised in such Transfer Notice and gives notice in writing thereof to the Proposing Transferor, he shall be bound, on whichever is the later of the date on which the Company so notifies him and (in the case of a purchase by any party other than the Company) the date on which he is presented with stock transfer forms in respect of the Shares being purchased, to transfer such Shares to the purchaser or purchasers thereof, who shall be bound to complete the purchase contemporaneously with such transfer.
- (e) If within seven days of having become bound as aforesaid, the Proposing Transferor makes default in transferring any Shares to a purchaser thereof, the Directors shall be entitled to nominate one of their number to receive the purchase money, to execute a transfer on behalf of the Proposing Transferor, to cause the name of the purchaser to be entered in the register of members as the holder of the Shares and to do any other act or thing or execute any other document required to

effect the purchase of the Shares and the Company shall be entitled to hold the purchase money in trust for the Proposing Transferor.

The receipt of the Company for the purchase money shall be a good discharge to a purchaser and after the purchaser's name has been entered in the register of members or, in the case of a purchase by the Company, after any of the Shares have been cancelled, the validity of the proceedings shall not be questioned by any person.

- (f) If the Company shall not within the space of ninety days after receipt of a Transfer Notice find a purchaser or purchasers for all the Shares comprised in such Transfer Notice or shall fail for any reason to give notice to the Proposing Transferor in terms of article 8.2 (d) or if a purchaser shall fail to complete his purchase within the time limit laid down in that article, the Proposing Transferor shall, at any time within ninety days thereafter, be entitled either (i) to dispose of the Shares which are not so purchased but at a price no less than the Fair Value or (ii) if the Transfer Notice given by the Proposing Transferor relates to all the Shares held by him, to require that the Company be wound up forthwith. In the event of the Proposing Transferor being entitled to do so and exercising the second alternative, he shall within the said period of ninety days give notice in writing to the Company requiring that the Company be wound up forthwith and upon receipt of such notice all the Directors and members shall be bound to exercise all rights competent to them respectively to this end.

- 8.3 A Leaving Member (or the personal representatives whomsoever of the Leaving Member, as the case may be) and any Associated Transferee shall be deemed, on the date on which the Leaving Member ceases, for whatever cause, to be a

director and/or employee of the Company, to have served a Transfer Notice on the Company in respect of all Shares registered in the name of the Leaving Member and the Associated Transferee respectively and the provisions of article 8.2 shall apply mutatis mutandis to any such Transfer Notice.

GENERAL MEETINGS

9. All or any of the members may participate in a meeting of the Company by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a 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 is.

DIRECTORS

10. The minimum number of Directors shall be one. There shall be no maximum number of Directors.
11. A Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and shall be taken into account in reckoning the quorum present at the meeting when such contract or arrangement is under consideration.
12. All or any of the Directors may participate in a meeting of the Directors by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a 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

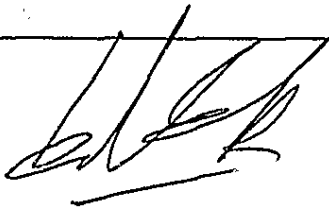
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BORROWING POWERS

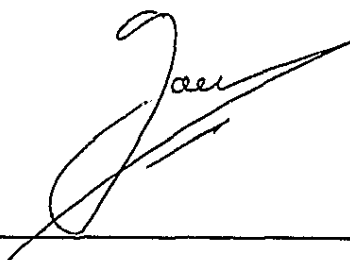
13. The Directors may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking, property and uncalled capital (or any part thereof) and, subject to section 80 of the Act, to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

Names and Addresses of Subscribers

David Flint
Solicitor
152 Bath Street
Glasgow G2 4TB



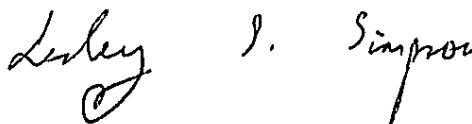
Ian Dickson
Solicitor
152 Bath Street
Glasgow G2 4TB



Dated the 14th day of October 1994.

WITNESS to the above signatures:

Lesley Sharon Simpson
Chartered Secretary
152 Bath Street
Glasgow G2 4TB



[cpym:mac210.art]

COMPANIES HOUSE

10

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

Company Name (in full)

CN

153841

For Official Use

MACROCOM (293) LIMITED

Registered office of the
company on incorporation

RO

152 BATH STREET

Post Town GLASGOW
County/Region STRATHCLYDE
Postcode G2 4TB

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

X

Name MACROBERTS

RA

152 BATH STREET

Post Town GLASGOW
County/Region STRATHCLYDE
Postcode G2 4TB

Number of continuation sheets
attached

1

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

Page 1

letter:098859.frm

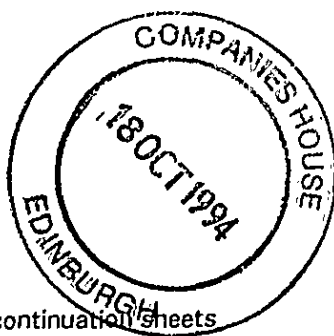
**MacRoberts
Solicitors**

152 Bath Street, Glasgow G2 4TB

DX BOX GW 70 GLASGOW

041 - 332 - 9988

REF: LSS/DF/&R551008



Company Secretary (See notes 1-5)

Name
Style/Title
Forenames
Surname
Honours etc
Previous Forenames
Previous Surname

Address

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

CS

MR

DAVID

FLINT

AD

152 BATH STREET

Post Town GLASGOW

County/Region STRATHCLYDE

Postcode G2 4TB

Country SCOTLAND

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

Consent Signature

Signed

Date

14.10.94

Directors (See notes 1-5) Please list directors in alphabetical order

Name
Style/Title
Forenames
Surname
Honours etc
Previous Forenames
Previous Surname

Address

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

CD

MR

IAN

DICKSON

AD

152 BATH STREET

Post Town GLASGOW

County/Region STRATHCLYDE

Postcode G2 4TB

Country SCOTLAND

Date of Birth

DO 1 0 0 4 5 0

Nationality

NA

BRITISH

Business occupation

OC

SOLICITOR

Other Directorships

OD

JOHNSTON PRESS PLC

THE SHAREHOLDING & INVESTMENT TRUST LIMITED

I consent to act as director of the company mentioned on Page 1 above

Consent Signature

Signed

Date

14.10.94

Directors *(continued)*
Please list directors in alphabetical order

Name Style/Title

Forenames

Surname

Honours etc

Previous Forenames

Previous Surname

Address

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

Date of Birth

Business occupation

Other Directorships

CD

MR

DAVID

FLINT

AD

152 BATH STREET

Post Town

GLASGOW

County/Region

STRATHCLYDE

Postcode

G2 4TB

Country SCOTLAND

DO

0 7 0 7 5 5

Nationality

NA

BRITISH

BO

SOLICITOR

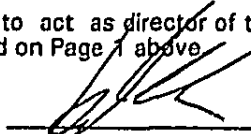
OD

SEE ATTACHED LIST

I consent to act as director of the company mentioned on Page 1 above

Consent Signature

Signed



Date

14.10.94

Delete if the form is signed by the subscribers

Signature of agent or behalf of all subscribers

Date

14.10.94

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

LIST OF MR. DAVID FLINT'S DIRECTORSHIPS

MACROCOM (293) LIMITED

CURRENT

Advoc Limited

Flying Freehold Limited

Giltech Limited

Renfrew District Local Employer Network

The Shareholding & Investment Trust Limited

Treborcam Properties Limited

[cpyd:df0004.not]