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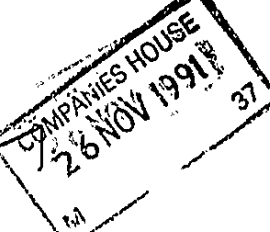
THE NEW DESIGN ASSOCIATES LIMITED

CONSENT TO SHORT NOTICE
OF EXTRAORDINARY GENERAL MEETING

We, the undersigned being a majority in number of the members of the Company holding not less than 95 per cent of the shares in the Company entitling their holder to attend and vote at the above-convened Extraordinary General Meeting HEREBY CONSENT to the same being convened and held and the Special and Ordinary Resolutions as set out in the Notice for the Extraordinary General Meeting being passed notwithstanding that less than the required statutory notice of such meeting has been given.

Signature

DAVID JOHN DAVIES



Signature

STUART ROBERT BARON

Dated

17th November 1991

03-12-91

THE NEW DESIGN ASSOCIATES LIMITED

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at 12 Goslett Yard, London WC2H 0EE on ^{19th November} 1991 at ^{2.00} a.m./p.m. for the purpose of considering and, if thought fit, passing the following resolutions which are to be proposed as Ordinary and Special Resolutions respectively as set out below:-

ORDINARY RESOLUTIONS

1. "That the Company's authorised share capital be increased to £100,000 by the creation of 99,998 Ordinary Shares of £1 each, such new shares to rank pari passu with the existing shares of the Company".

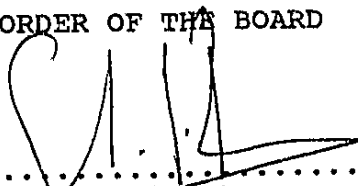
SPECIAL RESOLUTIONS

2. "That the Articles of Association in the form of the document produced to the Meeting and, for the purposes of identification, initialled by the Chairman, be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company."
3. "That, pursuant to Section 95 of the Companies Act 1985, Section 89(1) of that Act shall not apply to the allotment of equity securities (as defined in that Act) by the directors for so long as the directors shall be authorised by the Articles pursuant to Section 80 of that Act to allot relevant securities (as defined by that Act)".

Dated this 18th November 1991

THE NEW DESIGN ASSOCIATES LIMITED

BY ORDER OF THE BOARD


.....
~~Secretary/Director~~

Registered Office: 20 Essex Street, London WC2R 3AL

Registered in England No. 2658364

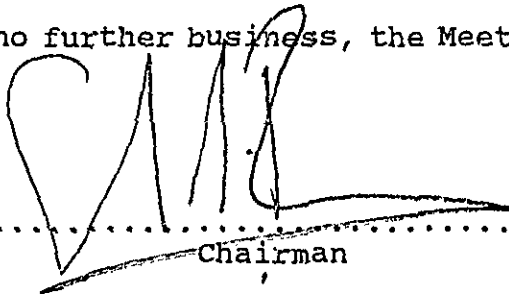
NOTE: A member entitled to attend and vote may appoint a proxy to attend and vote instead. A proxy need not be a member of the Company.

THE NEW DESIGN ASSOCIATES LIMITED

MINUTES of an Extraordinary General Meeting held at 12 Goslett
Yard, London WC2H 0EE on 19th November 1991
at 2.45 p.m. a.m./p.m.

PRESENT: D J Davies (Chairman)
S R Baron
J M Bingham
J A T Diver
S R St Clair
M Staton
S C Jones

1. Stuart Baron took the Chair for the Meeting. The Chairman noted that a quorum was present.
2. The notice convening the meeting was read.
3. The Ordinary and Special Resolutions set out in the Notice of the Meeting were proposed and passed.
4. There being no further business, the Meeting was terminated.


.....
Chairman

THE NEW DESIGN ASSOCIATES LIMITED

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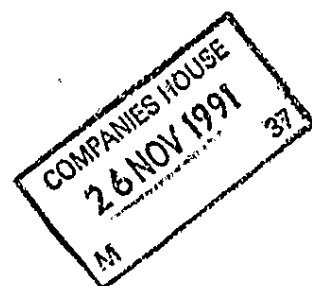
SPECIAL RESOLUTIONS

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260354

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION



of

THE NEW DESIGN ASSOCIATES LIMITED

1. The Company's name is The New Design Associates Limited. *
2. The Company's Registered Office is to be situated in England & Wales.
3. The Company's objects are: **

(A) To carry on business as designers, to operate maintain and establish a design consultancy, to design and manufacture products of every description, to undertake copy writing, art direction, graphic design, installers, assemblers, maintainers and repairers of and dealers in shopfittings, stands, displays, hoardings and signs, as commercial artists and photographers, press agents, journalists, printers, publishers and stationers, mailing and distribution agents, interviewers, market research contractors, advertising and publicity consultants, contractors and agents, as advisers and consultants in all aspects of product design and packaging, costing, forecasting, marketing and sales promotion, as designers and manufacturers of and dealers in soft furnishings, clothing, travel accessories, badges, cards, transfers and labels, as dealers in and contractors for the hire or supply of building and decorating materials and equipment, lights and lighting effects, pictures, posters, films, video tapes and recordings, audio-visual, public address and sound equipment generally and all manner of display and promotional materials, fittings, fixtures and accessories, as interior designers and decorators, building and electrical contractors, builders' merchants, as exhibition, conference and display contractors and promoters, as insurance and finance brokers and agents, accommodation and travel agents, as transport and haulage contractors, labour contractors, as commission agents and as wholesale and retail dealers in and agents or representatives for all manner of goods, products, processes, materials and services of any description.

(B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company, or further any of its objects.

** The name of the Company was changed from Worldscope Services Limited to The New Design Associates Limited on the 19th day of November 1991.*

*** The objects of the Company were amended by Special Resolution passed on the 15th day of November 1991.*

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(G) 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 any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.

(I) To make advances to customers and others with or without security, and upon such terms as the Company may approve and generally to act as bankers for any person or corporation.

(J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and 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 employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) 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, trustees, sub-contractors or otherwise.

(V) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that in the construction of this clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each. *

The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

* By an Ordinary Resolution of 18th November 1991 the Company's Authorised Share Capital was increased by £99,900 to £100,000 divided into 100,000 shares of £1 each.

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

Name Addresses and Description
Of Subscribers

Number of Shares taken
by each subscriber

Combined Nominees Limited,
16-26 Banner Street,
London EC1Y 8QE.

ONE

Combined Secretarial Services Limited,
16-26 Banner Street,
London EC1Y 8QE

ONE

TOTAL NUMBER OF SHARES TAKEN UP

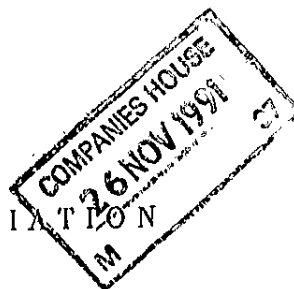
TWO

Dated the 1st day of August 1991

Witness to the above Signatures:

B.R. Millar,
110 Whitchurch Road,
Cardiff CF4 3LY

ARTICLES OF ASSOCIATION



of THE NEW DESIGN ASSOCIATES LIMITED
(adopted by Special Resolution passed on 18th November 1991)

TABLE A

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") as amended at the date of adoption of these Articles, shall except where the same are excluded or varied by or inconsistent with these Articles apply to the Company to the exclusion of all other regulations set out in any statute or statutory instrument concerning companies.

INTERPRETATION

2. (A) In these Articles unless the context otherwise requires:-

"these Articles" means these Articles of Association in their present form or as from time to time altered;

"the Companies Acts" means every statute from time to time in force concerning companies insofar as the same applies to the Company;

"Member" means a member of the Company;

every reference in Table A to "the Act" shall be construed as if the reference were to the Companies Acts;

(B) Any words or expressions defined in the Companies Acts in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such other part (as the case may be);

CRB

(C) Where for any purpose an ordinary resolution of the Company is required, a special or extraordinary resolution shall also be effective, and where an extraordinary resolution is required a special resolution shall also be effective.

AUTHORISED SHARE CAPITAL

3. (A) The share capital of the Company at the date of the adoption of these Articles is £100,000 divided into 100,000 ordinary shares ("Shares").

(B) Save as otherwise provided in these Articles the Shares shall rank pari passu in all respects.

UNISSUED SHARE CAPITAL

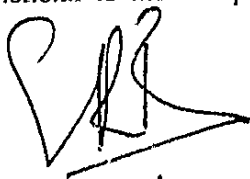
4. Subject to the provisions of the Companies Acts and these Articles and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine.

5. (A) For the purpose of section 80 of the Companies Act 1985, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities as defined in the said section up to an aggregate nominal amount of £100,000. This authority shall expire five years from the date on which the resolution adopting these Articles is passed but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority that would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if this authority has not expired.

(B) Paragraph (A) of this Article shall not apply to redeemable shares, which shall be governed by the provisions of Article 6.

(C) Sub-section (1) of section 89 and sub-sections (1) to (6) (inclusive) of section 90 of the Companies Act 1985 shall not apply.

(D) Any shares for the time being unissued shall, before they are issued, be offered to the Members holding Shares in proportion as nearly as the circumstances admit to their existing holdings of Shares. Such offer shall be made by notice specifying the number of shares offered and limited to a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or if earlier on the receipt of an intimation from the person to whom the offer has been made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner, dispose of any shares



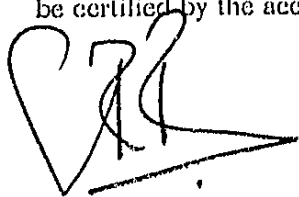
which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reasons of any difficulty in apportioning the same cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided. The provisions of this Article may be relaxed or varied to any extent by the written agreement of all the Members for the time being.

REDEEMABLE SHARES

6. Subject to the provisions of the Companies Acts, any shares may, with the sanction of a special resolution, be issued on terms that they are or at the option of the Company or the Member registered in respect of such shares are liable to be redeemed on such terms and in such manner as may be provided for by these Articles. Regulation 3 of Table A shall not apply.

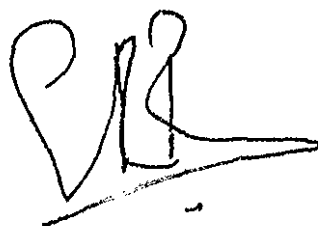
TRANSFER OF SHARES

7. (A) If at any time a member shall desire to sell or transfer any Shares registered in his name he shall serve on the Company a notice (hereinafter called "a transfer notice") of his desire specifying (a) the Shares of that class which he desires to sell or transfer, (b) the name of any third party to whom he proposes to transfer the Shares if they are not purchased by a Member pursuant to the provisions of this Article and (c) the price at which he proposes to sell the Shares to such third party. No transfer notice may be withdrawn once it has been given. Each such notice shall constitute the Directors the agent of such Member to sell such Shares subject to the following provisions:-
- (i) The Shares specified in the transfer notice shall be offered in the first instance to all the members holding Shares as the Shares so specified but so that in the case of competition the Shares so offered shall be sold to the holders of Shares of that class who accept the offer (as nearly as may be and without increasing the number sold to any Member beyond the number applied for by him) in proportion to their representative holdings of Shares of that class on the date when the transfer notice was served and to the extent in the transfer notice are not accepted the Shares comprised in the transfer notice shall be dealt with as provided by sub-paragraph (iv) below.
 - (ii) Any offer under sub-paragraph (i) hereof shall be in writing accompanied by a copy of the transfer notice and shall be accepted in writing to the Directors within 15 days after the offer is made. If the offer is not accepted within such time limit it will be deemed to have been refused.
 - (iii) If and to the extent that such offer is accepted the Member making the offer shall be bound to transfer the Shares accepted, and the Member accepting the offer be bound to pay for the Shares so accepted the fair value thereof as agreed between the member making the offer and the Member accepting the offer, or in default of agreement within 15 days after the acceptance, such sum as shall be certified by the acceptance such sum as shall be certified by the auditors for



the time being of the Company to be fair value thereof on the date when the transfer notice was served. In so certifying the auditors shall value the Shares accepted as the same proportion of the market value of the Company as a whole on that date as the relevant shareholding bears to the whole issued Ordinary share capital of the Company on that date and without any adjustment because the shareholding represents a minority or majority or controlling interest in the Company but otherwise they shall take into account all such circumstances as shall seem to them relevant. They shall act as experts and not as arbitrators in so determining and certifying, and the Arbitration Acts shall not apply. Their costs shall be borne in equal shares by the Member making the offer and the Member accepting the offer.

- (iv) Any Shares comprised in a transfer notice which under the provisions of sub-paragraph (i) above are to be dealt with under this sub-paragraph shall be offered by the Board to any holders of Shares comprised in the transfer notice who have accepted an initial offer under sub-paragraph (i) above and such offer shall be made pro-rata to the respective holdings of Shares of that class held by such accepting shareholders on the date when the transfer notice was served. Such offers shall be upon and subject to the same terms as are set out in sub-paragraphs (ii) and (iii) above in relation to offers under sub-paragraph (i) above and shall be repeated until there are no remaining eligible shareholders willing to purchase any remaining Shares comprised in the transfer notice and any Shares not so accepted shall be dealt with as provided in sub-paragraph (v) below.
- (v) If in any case a Member having become bound to transfer any Shares shall make default in so doing the Company may receive the purchase money and shall thereupon cause the name of the person accepting such Shares to be entered in the register of members as the holder thereof, and shall hold the purchase money in trust for the Member in default. The receipt of the Company for the purchase money shall be a good discharge to the person accepting such Shares and after his name has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (vi) If within 90 days after the date of service on the Company of a transfer notice the Directors shall not have found purchasing members for all the Shares comprised in the notice the Member who served the notice shall be at liberty at any time within 30 days after the expiry of the said period of 90 days to transfer subject to the previous sanction of the Board, (such sanction not to be unreasonably withheld) to any person and in case of a sale at a price which shall not be less than whichever is the higher of the price stated in the transfer notice and the fair value of the shares as certified to the Directors by the auditors on the basis specified in sub-paragraph (iii) above and at the cost of the Member desiring to make the transfer the Shares in respect of which no purchasing Member was found.

A handwritten signature in dark ink, consisting of a large, stylized 'V' or 'P' shape followed by a horizontal line and a small flourish.

(B) The executors or administrators of any deceased member shall be bound at the expiry of three months from the date of his death, to give a transfer notice in respect of all the Shares registered in the name of the deceased member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notice within 14 days after the expiry of such period of three months, or should there be no such executors or administrators at the expiry of such period of three months a transfer notice shall be deemed to have been given and the provisions of this Article shall have effect accordingly.

(C) If any Member shall be adjudged bankrupt, his trustee in bankruptcy forthwith to give the Company a transfer notice in respect of all the Shares registered in the name of such Member, and in default of such transfer notice being given within 30 days of bankruptcy, the trustee in bankruptcy shall be deemed to have given such notice at the expiration of the said period of 30 days and the provisions of this Article shall apply accordingly.

(D) Subject to the provisions of paragraphs (A) (B) and (C) of this Article no transfer of any Share shall be made or registered without the previous sanction of the Directors who may in their absolute and uncontrolled discretion without assigning any reason refuse to give such sanction. Regulation 24 of Table A shall be varied accordingly.

ALTERATION OF CAPITAL

8. The Company may from time to time by Special Resolution increase the share capital by such sum to be divided into shares of such amount as the Resolution shall provide. Regulation 32 of Table A shall be varied accordingly.

PROCEEDINGS AT GENERAL MEETINGS

9. (A) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. In default of a quorum the meeting shall be dissolved.

(B) The quorum at any General Meeting shall be four Members present in person or by proxy.

(C) Regulations 40 and 41 of Table A shall not apply.

10. At any general meeting a poll may be directed by the Chairman or demanded by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.

11. In the case of an equality of votes whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded shall have a second or casting vote. Regulation 50 of Table A shall not apply.



12. Subject to any rights of restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person or (being a corporation) by a duly authorised representative and every person present as a proxy for a Member or Members shall have one vote, and on a poll every Member shall have one vote for each share of which he is a holder. Regulation 54 of Table A shall not apply.

POWERS OF DIRECTORS

13. The Company may exercise all the powers conferred by the Companies Act with regard to having any official seal, and such powers shall be vested in the Directors. Any instrument to which an official seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine.

NUMBER OF DIRECTORS

14. The number of Directors shall not be less than seven and until otherwise determined by the Company by Special Resolution there shall be no maximum number. The names of the first Directors shall be determined in writing by the subscribers of the Memorandum of Association. Regulation 64 of Table A shall not apply.

ALTERNATE DIRECTORS

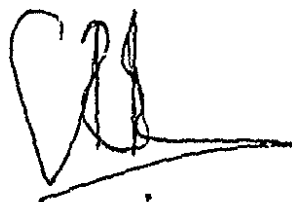
15. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part (if any) of the remuneration otherwise payable to the Director appointing him as such Director maybe notice in writing to the Company from time to time direct and Regulation 66 of Table A shall be varied accordingly.

DELEGATION OF DIRECTORS' POWERS

16. The Directors may delegate any of their powers to any committee consisting of one or more Directors. The Directors may also entrust to and confer upon the Directors any of the powers exercisable by them. Any such delegation may be upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all of any of the powers. Subject to any such conditions, the proceedings of a committee with [three or more] members shall be governed by these Articles regulating the proceedings of directors so far as they are capable of applying. Regulation 72 of Table A shall not apply.

APPOINTMENT AND RETIREMENT OF DIRECTORS

17. The Directors and the Company by ordinary resolution shall each have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Directors so appointed shall (subject to Article 20 and to the provisions of the Companies Acts) hold office until he is removed pursuant to these Articles.

A handwritten signature in dark ink, consisting of a stylized 'C' followed by a series of loops and a long horizontal stroke extending to the right.

18. Regulations 73 to 80 (inclusive) of Table A shall not apply.
19. The office of a Director shall be vacated in any of the events following, namely:-
- (a) if he resigns his office by notice in writing delivered to the registered office of the Company or tendered to a meeting of the Directors; or
 - (b) if he becomes of unsound mind or a patient for the purposes of any statute relating to mental health and Directors resolve that his office is vacated; or
 - (c) if he becomes bankrupt; or
 - (d) if he is prohibited from being a Director by law or by the order of any Court or Tribunal of competent jurisdiction; or
 - (e) if being a Director appointed under Article 17 he is removed from office under the provisions of that Article; or
 - (f) if being a Director appointed under Article 17 the Member entitled to appoint him shall cease to be so entitled

Regulation 81 of Table A shall not apply.

DIRECTORS' GRATUITIES AND PENSIONS

20. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities, gratuities and superannuation or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

PROCEEDINGS OF DIRECTORS

21. In the case of an equality of votes at any meeting of the Directors the Chairman shall have a second or casting vote. Regulation 88 of Table A shall be varied accordingly. For the purposes of this Article, Mr Stuart Baron or his nominee (such a nominee being appointed in writing) shall be the Chairman.

23. (A) The quorum necessary for the transaction of the business of the Directors shall be four Directors.

(B) Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

A handwritten signature in black ink, appearing to be 'P. S. Baron', is written over the text of paragraph 23(B). The signature is stylized and includes a long horizontal stroke at the end.

24. Subject to the provisions of these Articles and provided a Director shall have disclosed such interest in accordance with Regulation 85 of Table A, a Director shall be entitled to vote in respect of any transaction, contract, arrangement or agreement with the Company in which he is in any way, whether directly or indirectly, interested and if he is ascertaining whether a quorum is present. For the purpose of this Article, an interest of a person who is, for any purpose of the Act, connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointer shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise. Regulations 94 to 98 (inclusive) of Table A shall not apply.

NOTICES

25. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been 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. Any notice or other document shall be deemed served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the member is then dead or bankrupt or otherwise under legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by first-class post, shall be deemed to have been served or delivered on the day after the day when the same was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post.

26. Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 112, 115 and 116 of Table A shall not apply.

WINDING UP

27. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court) the liquidator may, with the authority of an extraordinary resolution and subject to any provision sanctioned in accordance with the provisions of the Companies Acts, divide among the Members in specie or kind the whole of any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such values as he deems fair upon any assets to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of Members. The Liquidator may, with the like authority, vest the whole of any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the



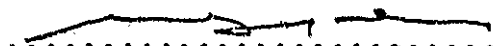
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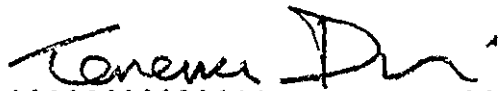
Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability and the Liquidator may make any provision referred to in and sanctioned in accordance with the provisions of the Companies Acts. Regulation 117 of Table A shall not apply.

INDEMNITY


28. Subject to the provisions of the Companies Acts, every Director, alternate Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending an proceedings, civil or criminal, that relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under statute for relief from liability in respect of any such act or omission in which relief is granted by the court. Regulation 118 of Table A shall not apply.


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JEREMY MARK BINGHAM


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JAMES ANTHONY TERENCE DIVER


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STEPHEN ROBERT ST CLAIR


.....
MARK STATON


.....
STUART CLIVE JONES

THE NEW DESIGN ASSOCIATES LIMITED

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at 12 Goslett Yard, London WC2H 0EE on ~~18th~~ November 1991 at 2.00 a.m./~~pm~~ for the purpose of considering and, if thought fit, passing the following resolutions which are to be proposed as Ordinary and Special Resolutions respectively as set out below:-

ORDINARY RESOLUTIONS

1. "That the Company's authorised share capital be increased to £100,000 by the creation of 99,999 Ordinary Shares of £1 each, such new shares to rank pari passu with the existing shares of the Company".

SPECIAL RESOLUTIONS

2. "That the Articles of Association in the form of the document produced to the Meeting and, for the purposes of identification, initialled by the Chairman, be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company."
3. "That, pursuant to Section 95 of the Companies Act 1985, Section 89(1) of that Act shall not apply to the allotment of equity securities (as defined in that Act) by the directors for so long as the directors shall be authorised by the Articles pursuant to Section 80 of that Act to allot relevant securities (as defined by that Act)".

THE NEW DESIGN ASSOCIATES LIMITED

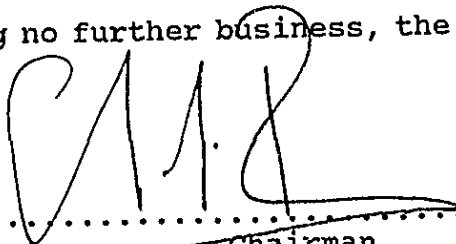
MINUTES of an Extraordinary General Meeting held at 12 Goslett
Yard, London WC2H 0EE on 18th November 1991
at 2.00 a.m./~~pm~~

PRESENT:

D J Davies
S R Baron
J M Bingham
J A T Diver
S R St Clair
M Staton
S C Jones

(Chairman)

-
1. Stuart Baron took the Chair for the Meeting. The Chairman noted that a quorum was present.
 2. The notice convening the meeting was read.
 3. The Ordinary and Special Resolutions set out in the Notice of the Meeting were proposed and passed.
 4. There being no further business, the Meeting was terminated.


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Chairman