

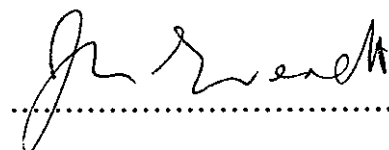
Company Number: 2929141

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS
OF
CONSORT INFORMATION SYSTEMS LIMITED

At the ANNUAL GENERAL MEETING of the above-named Company, duly convened and held on 30th October 1996, the following Resolutions were passed as Special Resolutions:

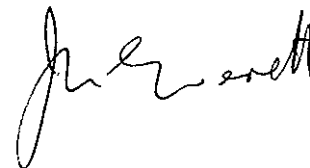
SPECIAL RESOLUTIONS

1. THAT the Memorandum of Association of the Company be altered by adding the words "or give" after the words "and to lend" in Clause 3(s).
2. THAT the Company adopt new Articles of Association in the form of the document produced to the meeting and initialled by the Chairman thereof for the purposes of identification and the same be and are hereby adopted as the new Articles of Association of the Company in substitution for the existing Articles of Association.


.....

CHAIRMAN





The Companies Acts 1985 to 1989

Private Company Limited by Shares

Company Number: 2929141

MEMORANDUM AND ARTICLES OF ASSOCIATION

CONSORT INFORMATION SYSTEMS LIMITED

Incorporated the 16th May, 1994

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

CONSORT INFORMATION SYSTEMS LIMITED

1. The Company's name is "CONSORT INFORMATION SYSTEMS LIMITED".
2. The Company's registered office is to be situated in England and Wales.
- 3.* The Company's objects are:-
 - (i) To carry on the business of a holding company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations; to enter into, assist, or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description, and to establish, carry on, develop and extend the same or sell,

* Amended by Special Resolutions passed on 22nd July 1994 and 30th October 1996.

dispose of or otherwise turn the same to account, and to co-ordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by, or connected with the Company, and to carry on all or any of the businesses of capitalists, trustees, financiers, financial agents, company promoters, bill discounters, insurance brokers and agents, mortgage brokers, rent and debt collectors, stock and share brokers and dealers and commission and general agents, merchants and traders; and to manufacture, buy, sell, maintain, repair and deal in plant, machinery, tools, articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them, or likely to be required by customers of or persons having dealings with the Company.

(ii) Without prejudice to the generality of the object and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:-

- (a) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (b) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions 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, inventions or rights which the Company may acquire or propose to acquire.
- (c) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, 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, 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.
- (d) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, 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 property and rights of the Company.

- (e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (f) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- (g) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, 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, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (h) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (i) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade 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 calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (j) To enter into any arrangements with any government or authority (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.
- (k) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures,

debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

- (l) 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.
- (m) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (n) 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 the same.
- (o) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (p) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (q) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (r) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or 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.
- (s) 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 a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any Director, officer or Auditor against any liability as is referred to in Section 310(1) of the Act; 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, 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 or give money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

- (t) 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.
- (u) To procure the Company to be registered and recognised in any part of the world.
- (v) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (w) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's object or of any of the powers given to it by the Act or by this Clause.

AND so that:-

- (1) 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 sub-clause of this Clause, or by reference to or inference from the name of the Company.

- (2) 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.
- (3) 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 Company's share capital is £1,000 divided into 1,000 shares of £1 each.

* The Company's share capital was increased to £900,000 divided into 100,000 ordinary shares of £1 each and 800,000 A ordinary shares of £1 each pursuant to an Ordinary Resolution passed on 22nd July 1994.

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.

Names and addresses of Subscribers	Number of shares taken by each Subscriber
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1. Instant Companies Limited 1 Mitchell Lane Bristol BS1 6BU	One
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2. Swift Incorporations Limited 1 Mitchell Lane Bristol BS1 6BU	One
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Total shares taken	Two
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Dated this 17th day of January, 1994.

Witness to the above Signatures:

Mark Anderson
1 Mitchell Lane
Bristol BS1 6BU

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

(Adopted by Special Resolution of the Company passed
30th October 1996)

- of -

CONSORT INFORMATION SYSTEMS LIMITED

PRELIMINARY

1. In these Articles the expression "the Act" shall refer to the Companies Act 1985, the expression "Employee" means any person who is employed by the Company or by any subsidiary of the Company from time to time (whether full-time or part-time) but does not include non-executive directors of the Company, nor John Nicholas Everett nor Eric Jay Werner, the expression "the Statutes" shall refer to every statute or statutory instrument or order, regulation or subordinate legislation made under a Statute for the time being in force concerning limited companies and affecting the Company and the expression Table "A" shall refer to Table "A" in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended).

2. (A) Subject as hereinafter provided the Regulations set out in Table "A" shall apply to this Company.

(B) The following Regulations of Table "A" shall not apply to this Company namely:- 17, 40, 50, 64, 65 to 69 inclusive, 73 to 77 inclusive, the last two sentences of 79, Regulations 80 and 81, 89 and 118, but the Articles hereinafter contained and the remaining regulations contained in Table "A" shall, subject to the modifications hereinafter expressed, constitute the regulations of the Company.

(C) Regulation 78 of Table "A" shall apply to the Company with the deletion of the words "Subject as aforesaid".

SHARE CAPITAL AND VARIATION OF RIGHTS

3. (A) The capital of the Company at the date of adoption of these Articles is £900,000 divided into 100,000 ordinary shares of £1 each and 800,000 A ordinary shares of £1 each.

(B) Subject to the rights on transfer set out in Articles 7 to 16 below, the ordinary shares and A ordinary shares shall rank pari passu in all respects.

4. (A) Subject to the provisions of paragraph (B) of this Article the Directors are hereby authorised for the purposes of Section 80 of the Act to exercise the powers of the Company to offer, allot, agree to allot, grant any right to subscribe for, or to convert any security into, and otherwise dispose of any of the shares in the capital of the Company for the time being

unissued to such persons (including any Directors) at such times and generally on such terms and conditions as they think proper but subject to any direction to the contrary given by the Company in General Meeting and to the terms on which any shares are created or issued and provided that no shares shall be issued at a discount contrary to the Statutes.

(B) The authority contained in paragraph (A) of this Article

(1) shall expire on 21st July 1999 and

(2) shall be limited to the allotment or allotments by the Directors of a maximum amount in aggregate nominal value of £900,000 of relevant securities.

(C) The authority of the Directors to allot relevant securities may be varied revoked or renewed by Resolution of the Company in accordance with the provisions of the Act.

(D) In this Article references to relevant securities and to the allotment thereof shall be construed in accordance with the said provisions of the Act and references to the amount of relevant securities allotted shall in the case of shares be construed as references to the nominal value of such shares and in the case of a right to subscribe for, or convert any security into, shares shall be construed as references to the nominal value of the shares which may require to be allotted pursuant to such right.

5. (A) Save as authorised by Article 4 of these Articles of Association or by any Resolution of the Company passed pursuant to paragraph (C) of the said Article and subject to any direction to the contrary that may be given by the Company by Special Resolution, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be first offered on equal terms, either at par or at a premium, to such of the existing Members holding shares of the same class of shares as those being issued who as at the date of the offer are entitled to receive notices from the Company of General Meetings. In the case of competition, the shares shall be allotted to the Members of the same class accepting the offer as nearly as may be in proportion to the number of the existing issued shares held by them respectively, but without increasing the number allotted to any Member beyond the number applied for by him. The offer shall be made by notice specifying the number of shares offered, and a time (being not less than fourteen days) within which the offer, if not accepted, shall be deemed to be declined. After the expiration of that time, or if the persons to whom the offer is made decline to accept the shares offered, the Directors may thereafter offer the shares on the same basis to the existing Members holding shares of any other class in the capital of the Company and in the event that they decline to accept the shares offered, the Directors may thereafter, subject to the provisions of Article 4, dispose of the shares which shall not have been accepted. Provided that:

- (1) If the shares so offered have not been accepted in full by the Members holding shares of any class the Directors shall not dispose of the shares not so accepted (the balance) until the Members of that class who have accepted the offer in full shall have been given the opportunity to subscribe for the balance;
- (2) The Directors shall not dispose of any shares to any persons other than a Member until they are satisfied (after having invited the Members holding

shares of any class in respect of which the offer has been accepted in full to subscribe therefor, in the proportion aforesaid) that no Member wishes to subscribe therefor;

- (3) The Directors shall not dispose of any shares not accepted as aforesaid to any person (whether a Member or not) at a price less than that first offered under this Article.

(B) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to 90(6) inclusive shall be excluded from applying to the Company.

LIEN

6. (A) The lien conferred by Regulation 8 of Table "A" shall also attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or one of two or more joint holders thereof.

(B) Any forfeited shares shall be offered to existing Members of the Company in accordance with the provisions of Article 5 and Regulation 20 of Table A shall be modified accordingly.

TRANSFER AND TRANSMISSION OF SHARES

7. Subject to the restrictions contained in these Articles, any Member may transfer all or any of his A ordinary shares by instrument of transfer complying with these Articles, but shall be deemed to remain the holder of the A ordinary shares transferred until the name of the transferee is entered in the Register of Members in respect thereof.

8. (A) Any Employee who holds A ordinary shares shall not be permitted to transfer such A ordinary shares to any other person except as set out in paragraphs (B) and (C) of this Article 8.

(B) Any Employee who holds A ordinary shares who wishes to transfer his A ordinary shares or any of them ("Proposed Seller") shall give the Directors notice in writing that he wishes to sell the same ("Sale Notice"). Every Sale Notice shall specify the number of A ordinary shares which the Seller wishes to sell and shall constitute the Directors as agent of the Proposed Seller for the sale of such A ordinary shares ("Sale Shares") at a price per share shown in the latest valuation of the A ordinary shares prepared by the auditors to the Company for the time being ("Agreed Price"). No Sale Notice shall be withdrawn except with the consent of the Directors. Where a Sale Notice is given under this Article 8(B) or deemed to be given under Article 8(C) the Directors shall use reasonable endeavours to find a person, company or Employee who is willing to purchase the Sale Shares at the Agreed Price. If the Directors shall notify the Proposed Seller of one or more person, company or Employee who are willing to purchase the Sale Shares within 30 days of receipt of the Sale Notice, the Proposed Seller shall be bound, upon receipt of the price due for the Sale Shares for which a purchaser shall have been found, to transfer such Sale Shares to the purchaser. In the event that the Proposed Seller defaults in his obligation to transfer the A ordinary

shares in accordance with this Article 8(B) the provisions of Article 12 shall apply with the substitution of the words "Proposed Seller" for "Retiring Member" and the words "Sale Shares" for "Shares". If the Directors shall not notify the Proposed Seller of a purchaser for some or all of the Sale Shares comprised in a Sale Notice within the 30 day period, the Sale Notice shall lapse as regards such Sale Shares in respect of which the Directors shall not have given such notification.

(C) A Sale Notice (as defined in Article 8(B) above) shall be deemed to be given immediately in any case where an Employee ceases for whatever reason to be an employee of the Company or any of its subsidiaries (and is not continuing as an employee of the Company or of any other subsidiary) in respect of all A ordinary shares held by the relevant Employee or his or her wife, husband, widower, widow, son, daughter or other issue.

9. (A) Subject as set out in paragraph (B) of this Article ordinary shares may be transferred

(1) by any Member to the husband or wife, widower or widow, son, daughter or other issue, or to the brother or sister of such Member or to the trustees of any trust in respect of which a Member is the settlor for the benefit of himself or the said members of his family or by any of such persons as aforesaid to any other of such persons; or

(2) at any time after the death of a Member by his or her personal representative or by the trustees of his or her will to any person or persons being a beneficiary under the said will provided that such person is not a company or other body corporate or a person who in the reasonable opinion of the Directors of the Company for the time being shall then be a competitor of the Company and upon any change of trustees of any such will the shares standing in the names of the trustees thereof may be transferred to the trustees for the time being thereof.

(B) No transfer such as is referred to in paragraph (A) above may be made if the intended transferee or any of the intended transferees shall be a minor or a bankrupt.

10. Except when the transfer is made pursuant to the last preceding Article before transferring or requiring the Company to register a transfer of any ordinary shares, any person (whether a Member of the Company or not) proposing to transfer the same (hereinafter called "the Retiring Member") shall give a notice in writing (hereinafter called "a transfer notice") to the Company that it or he desires to transfer the same, and shall specify in such notice the name of the proposed transferee and the price which it or he is prepared to accept for the ordinary shares, and such transfer notice shall constitute the Company his agent for the sale of the shares therein-mentioned at the prescribed price as set out in such transfer notice ("the prescribed price"). A transfer notice once given shall not be revocable except with the consent of the Directors and a transfer notice given by any one of joint holders shall be binding upon all. A notice which does not specify both the name of the proposed transferee and the price which the Retiring Member is prepared to accept for the ordinary shares or which is given in respect of shares of more than one class shall not

constitute a "transfer notice" for the purposes of this Article and shall be invalid and ineffective.

11. If the Company within a space of four weeks after any transfer notice has been given shall find a Member or Members of the Company (any such Member being hereinafter called a "Purchaser") desiring to purchase any of the ordinary shares therein mentioned (hereinafter called "the Shares") and shall give notice in writing thereof to the Retiring Member, he shall be bound at such time within fourteen days afterwards as the Company shall appoint, upon payment of the prescribed price, to transfer those of the Shares which a Purchaser desires to purchase to such Purchaser.

12. If in any case the Retiring Member, after having become bound as aforesaid, makes default in transferring such of the Shares, the Company may receive the purchase money and may appoint some person on behalf of the Retiring Member to execute a transfer or transfers of such of the Shares, and upon registration of such transfer or transfers shall cause the name of the Purchaser to be entered in the register as the holder of such of the Shares, and shall hold the purchase money in trust for the Retiring Member, his executors or administrators. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser, and he shall not be bound to see to the application thereof, and after the name of the Purchaser has been entered in the Register in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.

13. If the Company shall not within a space of four weeks after receiving a transfer notice find a Member or Members desiring to purchase all the Shares mentioned in the transfer notice, and give notice in writing thereof to the Retiring Member, or if the Company shall within the space aforesaid give to the Retiring Member notice in writing that it cannot find a Member or Members to purchase such Shares or any of them, the Retiring Member shall at any time within three months after giving the transfer notice be at liberty to transfer such of the Shares for which the Company has not found purchasers to the proposed transferee named in the transfer notice at any price being not less than the prescribed price provided that the Directors shall be entitled to decline to register the transfer of the Shares to a third party including the proposed transferee of whom they do not approve.

14. All the Shares included in any transfer notice shall be offered by the Company in the first place to all Members (other than the Retiring Member) holding shares of the same class as the Shares comprised in the transfer notice in proportion as nearly as may be to their other existing holdings of such Shares and any such Shares remaining after such offering shall thereafter be offered to the holders of shares of any other class in the capital of the Company. All offers of Shares under this Article shall be made by writing sent through the post in prepaid letters addressed to such Members at their respective registered addresses as appearing in the Register of Members, or such address in the United Kingdom as a Member shall have provided for the service of any Notices and every such offer shall limit a time (not being less than fourteen days) within which the offer must be accepted or in default may be treated as declined, and may notify to such Member that any such Member who desires to purchase shares in excess of his proportion should enclose with his acceptance an application for the number of excess Shares which he requires, and if all such Members do not claim their proportions the unclaimed Shares shall be used for satisfying rateably such applications in excess. If any Shares shall not be capable without fractions of being offered in the

proportions aforesaid such fractions shall be offered to such Members or some of them in such proportions and in such manner as may be determined by the Directors.

15. The operation of all or any of the provisions and restrictions contained in or imposed by Articles 7 to 14 inclusive may at any time and from time to time and for any period or periods be suspended or waived by Extraordinary Resolution and all of such provisions shall be deemed to be waived in the case of the transfer of any ordinary shares in the Company from time to time held by or on behalf of any member being a company to any subsidiary company of such company or to any holding company of such company or to any other subsidiary of such holding company and by any of such companies to any other of such companies and "holding company" and "subsidiary" shall have the meanings ascribed by section 736 of the Act and a "Member's Group" shall in respect of each corporate Member mean each of such Member such holding company of such Member and all such subsidiary companies of such holding company of such Member.

16. Save as herein provided (including pursuant to their discretion to decline to register a transfer set out in Article 13) it shall be obligatory for the Directors to register any duly stamped transfer of a share made pursuant to or permitted by the provisions of Articles 7 to 15 inclusive (and reference in Articles 7 to 15 inclusive to "transfer" shall be deemed to include also reference to renunciation or nomination) and it shall also be obligatory for the Directors to refuse to register any transfer not so made or permitted.

PROCEEDINGS AT GENERAL MEETINGS

17. No business shall be transacted at a General Meeting until a quorum is present. Three persons, of which two must be holders of ordinary shares, 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.

18. Regulation 46 of Table A shall apply subject to the modification that a poll may be demanded at any General Meeting by any Member present in person or by proxy and entitled to vote.

19. Regulation 54 of Table A shall apply subject to the modification that a proxy shall be entitled to vote on a show of hands.

20. Any such resolution in writing as is referred to in regulation 53 of Table A shall be deemed to be duly signed on behalf of a member being a corporation if signed by a director or the secretary thereof.

DIRECTORS

21. The Directors of the Company shall not be less than two nor more than eight. A Director shall not be required to hold any share qualification but nevertheless shall be entitled to attend and speak at any General Meeting and at any separate General Meeting of the holders of any class of shares in the capital of the Company.

ALTERNATE DIRECTORS

22. (A) Each Director shall have the power to nominate any other Director or any person approved for that purpose by resolution of the Directors to act as alternate Director at Meetings of the Directors in his place during his absence and, at his discretion, to revoke such nomination.

(B) Any appointment or removal of an alternate Director shall be effected by an instrument in writing delivered at the registered office of the Company and signed by the appointor.

(C) An alternate Director shall be entitled to receive notice of meetings of the Directors and to attend and vote and count in the quorum at any such meeting and to perform thereat all the functions of his appointor. An alternate Director shall have one vote for each Director he represents, in addition to his own vote if he is a Director, but he shall not be counted more than once in the quorum. If his appointor is for the time being absent from the United Kingdom or otherwise not available the appointee's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. Save as aforesaid, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

(D) An alternate Director shall be entitled to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

(E) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-elected at the same Meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force.

POWERS AND DUTIES OF DIRECTORS

23. A Director may vote as a Director in respect of any contract or arrangement in which he is interested or upon any matter arising thereout, and if he so shall vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration, and Regulation 94 of Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

24. The quorum for the transaction of the business of the Directors shall be two. Regulation 88 of Table A shall be amended by the deletion of the sentence commencing "In the case of an equality" and ending "casting vote".

25. Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in the said manner shall be deemed to constitute presence in person at such meeting.

BORROWING POWERS

26. 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.

INDEMNITY

27. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under section 727 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto but this Article shall only have effect insofar as its provisions are not avoided by section 310 of the Act.

DISQUALIFICATION OF DIRECTORS

28. The office of a Director shall be vacated:

- (1) If by notice in writing to the Company he resigns the office of Director, or
- (2) If he becomes bankrupt or insolvent or enters into any arrangement with his creditors, or
- (3) If he becomes of unsound mind, or

- (4) If he is prohibited from being a Director by any order made under any provision of the Statutes, or
- (5) If he is removed from office by a resolution duly passed under Section 303 of the Act, or
- (6) If the Members of the Company shall duly pass an Extraordinary Resolution stating that he be removed from office as a Director, or
- (7) If he absents himself from the meetings of the Directors for a continuous period of six months without special leave of absence from the Board of Directors (and unless he shall have appointed an alternate Director who has not been similarly absent during such period) and they pass a resolution that he has by reason of his absence vacated office.