

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

CTRLP.COM
~~LONDON DIGITAL ART~~ LIMITED

- CTRLP.COM*
1. The Company's name is ~~LONDON DIGITAL ART~~ LIMITED
 2. The registered office of the company will be situate in England.
 3. The objects for which the company is established are:-
 - (1) To carry on business as a general commercial company and any trade or business whatsoever and any lawful purpose pursuant to the Companies Act 1985 (hereinafter called "the Act") as amended, extended or applied by or under any other enactment or as re-enacted.
 - (2.) To carry on any other business, which, in the opinion of the company, may be capable of being conveniently carried on in conjunction with or subsidiary to any other business of the company and is calculated to enhance the value of the company's property or further its objects or any of them.
 - (3.) To purchase or by any other means, acquire freehold, leasehold or any other property for any estate or interest whatever, movable or immovable, or any interest in such property, and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the company.
 - (4.) To apply for, register, purchase, or by any 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.
 - (5.) To build, re-construct or generally maintain buildings and works of all kinds, whether or not these are situate on the property of the company.
 - (6.) To invest and deal with the monies of the company in such shares or upon such securities and in such manner as from time to time may be determined.
 - (7.) 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 agreement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting 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 security so received.

- (8.) 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 government of authority any charters, decrees, rights, privileges or concessions which the company may think desirable and to carry out, exercise, and to comply with any such charters, decree, rights, privileges and concessions.
- (9.) To sell or otherwise dispose of the whole or any part of the business or property of the company, for any consideration, shares or debentures and the company may think fit.
- (10)a) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contract of indemnity and surety ships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- b) Either with or without the company receiving any consideration or advantage, direct or indirect, from giving such guarantee and so as to be an independent object of the company, to guarantee the performance of the obligations of others including the payment of capital or principal together with any premium of any and dividends or interest on or other payment in respect of loans, credits, stocks, shares, or securities or other obligations of any nature whatsoever and without limiting the generality of the foregoing obligations for the repayment of money and / or discharge of liabilities both present and future, actual or contingent and insofar and the same is not prohibited by law, obligations and liabilities incurred in connection with or for the purpose of the acquisition of shares in the company or in any company which is for the time being the company's holding company as defined by Section 736 of the Companies Act 1985, due, owing or incurred to Bankers or any other person of any other company, firm or person, and in particular (but not by way of limitation) of the company's holding company or any company which is contemplated to become the company's holding company as a subsidiary, as defined in Section 736 of the Companies Act 1985 of the company or of the company's holding company or otherwise associated with the company in business, or any company, firm or person which the directors of the company shall think appropriate and to create mortgages charges or liens upon all or any of the property or assets of the company (both present and future) including its uncalled capital in support of such guarantees or otherwise as security for any obligations and liabilities of others.
- (11.) To borrow and raise money in such 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 upon it.
- (12.) To pay or remunerate any person, firm or company for rendering services to the company in the promotion of the company or the placing and issue of shares, debentures, debenture stock or other securities of the company.
- (13.) 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 who have been employed by or who are serving or who have served 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; 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 subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

- (14.) To draw, make, accept, endorse, discount and execute bills, warrants, notes or other negotiable or transferable instruments.
- (15.) To assist in the promotion of or promote any company or undertaking which may appear likely to assist or benefit the company and to place or guarantee the placing of, subscribe or underwrite or otherwise acquire any part of the stock, debentures, debenture stock or other obligations of such company.
- (16.) To promote by way of advertising the company's products and services in any manner and to reward customers or potential customers and to promote or take part in any scheme likely to benefit the company.
- (17.) To distribute in specie any of the shares, debentures, or securities of the company between the members of the company in accordance with their rights.
- (18.) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects set forth in each clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such clause or from the terms of any clause or from the name of the company. None of such clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other clause, but the company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said clauses as if each clause contained the objects of a separate company. The word "company" in this clause except where used in reference to the word company, shall be deemed to include any partnership or other body or persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- 4. The liability of the members is limited.
- 5. The share capital of the company is £1,000 divided into 1,000 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:-

NAMES and ADDRESSES of SUBSCRIBERS	Number of Shares taken by each Subscriber
Grant Directors Limited 2nd Floor, Mountbarrow House 12 Elizabeth Street London SW1W 9RB Company Director	ONE
Grant Secretaries Limited 2nd Floor, Mountbarrow House 12 Elizabeth Street London SW1W 9RB Company secretary	ONE

Dated the 12th day of January 2000

WITNESS to the above signatures

Mary Hurst
29 Prusoms Island
135 Wapping High Street
London E1 9NQ

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of
CTRLP.COM
~~LONDON DIGITAL ART~~ LIMITED

PRELIMINARY

1. The Company is a private company and accordingly no shares or debentures may be offered to the public.
2. The regulation contained or incorporated in Table A set out in the Schedule to the Companies (Tables A to F) Regulations 1985 shall apply to the company save insofar as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the company.
3. In these Articles the expression "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
4. The following regulations of Table A shall not apply to the company videlicet 8,24,40,41,60,64,73,74,75,81,89,94 and 95.
5. In regulation 1 of Table A between the words "regulations" and "the Act" the words "and in any regulations adopting the same" shall be inserted.

ALLOTMENT OF SHARES

- 6.i) The directors are unconditionally authorised for the purpose of Section 80 of the Act, to exercise any power of the company to allot shares up to the amount of the original or any increased share capital of the company at any time or times during the period of five years from the date of incorporation.
- ii) The directors are also unconditionally authorised for the purposes of Section 80 of the Act to allot redeemable shares up to the amount of the original or any increased redeemable share capital of the company at any time or times during the period of five years from the date of incorporation.

Any shares so allotted shall be subject to such terms as to redemption and premium on redemption, participation in profits and as to voting as the members shall from time to time by special resolution decide but shall conform to the provisions of Section 159 to 161 and 170 to 172 of the Act.
- iii) In accordance with Section 91 (1) of the Act, Sections 89(1) and 90(1) to (6) inclusive of the Act shall not apply to the company.
- iv) Subject to Section 80 of the Act after the initial allotment any shares proposed to be issued shall first be offered to the members in proportion as nearly as may be to the nominal value of the existing shares held by them respectively unless the company shall by special resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be

declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period accepted all shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this article by such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.

PURCHASE OF OWN SHARES

7. Subject to the provisions of Section 162 of the Act the company may with the Sanction of an Ordinary Resolution purchase its own shares (including any redeemable shares) on such terms as the directors may think fit and make a payment in respect of the redemption or purchase on such shares otherwise than out of the distributable profits of the company or the proceeds of a fresh issue of shares and subject to the provisions of Section 173 to 175 of the Act.

TRANSFER OF SHARES

- 8(i) A transfer of a fully paid share need not be executed by or on behalf of the transferee and clause 23 of Table A shall be modified accordingly.
- (ii)
A/ No share in the company shall be transferred except in accordance with the provisions of this clause which
- (a) shall apply to renunciations or nominations of shares as it applies to transfers thereof and
- (b) may be waived with the written agreement of all members of the company (in relation to either proposed transfers on sale or proposed transfers of any other kind whatsoever)
- B/ (a) any member who desires to sell transfer or otherwise part with any share or shares or any interest therein (the vendor) shall give to the company notice in writing of such desire (a Transfer Notice) which shall constitute the company the Vendor's agent for the sale of the share or shares specified therein (the Transfer Shares) in one or more lots at the discretion of the Directors at the prescribed price (as hereinafter defined) and which may, (except in the case of a Transfer Notice given or deemed to have been given under Articles 8(ii)B/(b)) contain a provision that unless all the Transfer Shares are sold pursuant to this Article none shall be so sold and any such provision shall be binding upon the Vendor and any applicant for Transfer Shares.
- (b) If any member shall die or become bankrupt or go into liquidation or being an employee of the company shall cease to be so employed for any reason he or it shall on the happening of that event be deemed to have given a Transfer Notice in respect of the whole of his or its shares in the Company to which the provisions of this clause shall apply and be deemed the Vendor in respect thereof
- C/ The "prescribed price" shall be such sum per share as shall be agreed between the Vendor and the Company failing which it shall be determined and certified in writing by a chartered accountant as being in his opinion the fair value thereof as between a willing buyer and a willing seller valuing the Company on a going concern basis such accountant to be nominated by agreement between the Vendor and the Company or in default of such agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales and if so nominated the said chartered accountant when determining and certifying the fair value of the Transfer Shares as

aforesaid shall act as an expert and not as an arbitrator but without incurring liability to the Vendor or any Member and his certificate shall be final and binding on the Vendor and the other Members

- D/ Upon the prescribed price being either agreed upon or determined in accordance with Article 8(ii)C/ (as the case may be) the Company shall forthwith upon receipt of written notice inform the Vendor and other Members of the number of the Transfer Shares as specified in the Transfer Notice and the prescribed price thereof and invite each such Member to apply in writing to the Company within ten working days of the date of that notice (the Application Period) for such maximum number of the Transfer Shares (being all or any thereof) as he shall specify in such application
- E/ With the Application Period the Vendor may by written notice to the Company (save where the prescribed price has been agreed by the Vendor or a Transfer Notice has been given or is deemed to have been given under Article 8(ii) B/(b) withdraw the Transfer Notice.
- F/ Immediately after the Application Period the Company shall allocate the Transfer Shares (or so many of them as shall be applied for as aforesaid) to and amongst those Members who have made applications as aforesaid and in the case of competition pro rata between them according to the number of shares of which they are registered or unconditionally entitled to be registered as holders save that no applicant shall be obliged to take more than the maximum number of shares applied for by him as aforesaid and the Company shall within five working days after the Application Period give notice of such allocations (the Allocation Notice) to the Vendor and to those Members to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than five working days and not later than fifteen working days after the date of the notice) at which the sale of the shares allocated shall be completed.
- G/ The Company shall also be entitled to sell to any person or company of whom or which in its absolute discretion it shall approve within the said period of five working days after the Application Period at the prescribed price any of the Transfer shares for which Members shall not have applied as aforesaid and any shares so sold shall for the purposes of this Article be deemed to have been included in an Allocation Notice.
- H/ The Vendor shall be bound to transfer the shares comprised in the Allocation Notice to the purchasers named therein at the time and place therein specified and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the shares to the purchasers thereof against payment of the prescribed price to the Company and on payment of the prescribed price to the Company and execution and delivery of the transfer the purchaser shall be entitled to require that his name be entered in the register of members as the holder by transfer of the same and the prescribed price shall be paid forthwith into a separate bank account in the company's name and held in trust for the vendor but without any obligation to invest the same.
- I/ During a period of ninety days after the expiry of the time for service of an Allocation Notice the Vendor shall be at liberty to transfer to any person at any price (not being less than the prescribed price) any of the Transfer Shares which he has not become obliged to sell under the foregoing provisions

LIEN

- 9. The company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the company shall also have a first and paramount lien on all shares standing registered in the name of a single person for all monies presently payable by him or his estate to the company, but the directors may at any time declare any share to be wholly or in any part exempt from the provisions of this regulation. The company's lien (if any) on a share shall extend to all dividends payable thereon.

NOTICE OF GENERAL MEETING

10. Every notice convening a general meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to the members in regard to their right to appoint proxies; and notice of all other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the company.

QUORUM OF MEMBERS

- 11.i) No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- ii) If a quorum is not present within half an hour for the time appointed for the meeting the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for such adjourned meeting, it shall be dissolved.

PROCEEDINGS AT GENERAL MEETINGS

- 12.i) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by any member present in person or by proxy.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by particular majority, or lost or not carried by a particular majority and an entry to that effect containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

- ii) Subject to the provisions of the Act any resolution in writing signed by all the members for the time being entitled to receive notice of and attend and vote at general meetings, or by their duly appointed attorneys, shall be as valid and effective as if the same had been passed at a general meeting of the company duly convened and held. Any such resolution may consist of several instruments in the like form each executed by or on behalf of one or more of the members or their attorneys.

VOTES OF MEMBERS

13. Subject to any special rights or restrictions for the time being attached to any special class of shares in the capital of the company, on a show of hands every member personally present shall have one vote only and in the case of a poll every person who is present in person or by proxy shall have one vote for each ordinary share held by him.

PROXY

14. The instrument appointing a proxy shall be in writing in any usual common form, or such other form as may be approved by the directors, and shall be signed by the appointer or his attorney, duly authorised in writing, or if the appointer is a corporation shall be either under its common seal or under the hand of an officer or attorney so authorised. An instrument of proxy need not be witnessed.

DIRECTORS

- 15.i) The number of directors shall be determined by the company in general meeting but unless and until so fixed the minimum number of directors shall be one and there shall be no maximum number.
- ii) A director shall not require any share qualification, but shall nevertheless be entitled to attend and speak at any general meeting of the company or at any separate meeting of the holders of any class of shares of the company.
- iii) Any person may be appointed or elected as a director irrespective of whether or not he has attained the age of seventy years or any other age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.
- iv) In the event of the minimum number of directors fixed by or pursuant of these articles or Table A, being one, a sole director shall have authority to exercise all the powers and discretions by Table A or these articles expressed to be vested in the directors generally.
- v) The directors may, by power of attorney or otherwise appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

ALTERNATE DIRECTORS

- 16.i) Each director shall have the power to nominate any other director or any person approved for that purpose by resolution of the Board to act as alternate director in his place during his absence, and at his discretion to revoke such nomination, and on such appointment being made, each alternate director whilst so acting shall be entitled to exercise or discharge all the functions, powers and duties and undertake all the liabilities and obligations of the director he represents but shall not be entitled to receive any remuneration from the company. An alternate director shall have one vote for each director he represents, in addition to his own vote if he is a director, but shall not be counted more than once in the quorum. A nomination as an alternate director shall ipso facto be revoked if the appointer ceases for any reason to be a director.
- ii) Notice of all Board Meetings shall be sent to every alternate director as if he were a director of the company until revocation of his appointment.
- iii) The appointment of an alternate director shall be revoked and the alternate director shall cease to hold office whenever the director who appointed such alternate director shall give notice in writing to the secretary of the company that he revokes such appointment.

POWERS AND DUTIES OF DIRECTORS

- 17. The directors shall cause minutes to be made in books provided for the purpose:
 - (a) Of the names of the directors present at each meeting of the directors and any meeting of any committees of the directors.
 - (b) Of all resolutions and proceedings at all meetings of the company and of the directors and of any committee of the directors.
 - (c) Of all appointments of officers made by the directors.
 - (d) Of all documents sealed with the common seal of the company.

PROCEEDINGS OF DIRECTORS

- 18.i) The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.
- ii) A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

QUORUM OF DIRECTORS

19. The directors may from time to time fix a quorum necessary for the transaction of the business at meetings of the directors and unless so fixed the quorum shall be two except:

When the number of directors is without contravention of regulation 15 hereof, one; or when the only business of the meeting is to convene a meeting of the members;

When the quorum shall be one.

DIRECTORS BORROWING POWERS

20. The directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject to Section 80 of the Act, to issue and create mortgages, charges, memoranda of deposits, debentures, debenture stock and other securities whether outright or as security for any debts, liability or obligation of the company or any third party.

INTEREST OF DIRECTORS

21. A director may, notwithstanding his interest, vote in respect of any contract or arrangement with the company in which he is interested, directly or indirectly, and be taken into account for the purposes of a quorum at a meeting at which such contracts or arrangement is considered, and retain for his own absolute use and benefit all profits and advantages accruing to him therefrom.

ROTATION OF DIRECTORS

22. Directors shall not be liable to retire by rotation.

DIRECTORS GRATUITIES AND PENSIONS

23. The directors on behalf of the company may exercise the powers of the company conferred by clause 20 of the Memorandum of Association of the Company and Regulation 87 of Table A to provide benefits with regard to gratuities, pensions and insurances for any director or member of his family.

DISQUALIFICATION OF DIRECTORS

24. The office of director shall be vacated if the director:
- i) Ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director.
- ii) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or becomes of unsound mind.

- iii) Resigns his office by notice in writing to the company.
- iv) Is absent from directors meetings for six calendar months without reasonable excuse and without the consent of the other directors and they resolve that he vacate office.

THE SEAL

- 25. The Company may have a Seal if it so wishes. If the Company has a Seal, the Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, it shall be signed by a Director and by the Company Secretary or by a second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the company has a Seal.

INDEMNITY

- 26. Every director or other officer or auditor of the company for the time being shall be entitled to be indemnified out of the assets of the company against all costs, charges, expenses, losses or 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 144 or 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 provision are not avoided by Section 310 of the Act.

NAMES and ADDRESSES of SUBSCRIBERS

Grant Directors Limited

2nd Floor, Mountbarrow House
12 Elizabeth Street
London
SW1W 9RB

Company Director

Grant Secretaries Limited

2nd Floor, Mountbarrow House
12 Elizabeth Street
London
SW1W 9RB

Company secretary

Dated the 12th day of January 2000

WITNESS to the above signatures:-

Mary Hurst
29 Prusoms Island
135 Wapping High Street
London E1 9NQ