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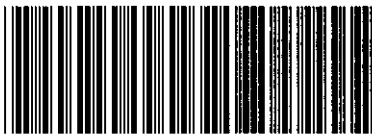
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 5947231

The Registrar of Companies for England and Wales hereby certifies that
MASSTAG TECHNOLOGIES LIMITED

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

Given at Companies House, Cardiff, the 26th September 2006



N05947231I



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

HC007B

Declaration on application for registration

Company Name in full

MassTag Technologies Limited

I, Michelle Harte

of Blake Laphorn Linnell West Way Oxford OX2 0FB

† Please delete as appropriate.

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

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

Declarant's signature

Declared at

MORGAN COLE SOLICITORS BUXTON CRT, 3 WEST WAY OXFORD OX2 0SZ

Day Month Year

on

18 09 2006

Ⓢ Please print name.

before me[Ⓢ]

Harriet Harris : HARRIET HARRIS

Signed

Harriet Harris

Date

18/9/06

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

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Blake Laphorn Linnell

Seacourt Tower West Way Oxford OXON

OX2 0FB

Tel 01865 248607

DX number 723000

DX exchange Oxford 5

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

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

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

for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

A24
COMPANIES HOUSE152
20/09/2006

Please complete in typescript,
or in bold black capitals.

CHFP041

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

Company Name in full

MassTag Technologies Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Blake Laphorn Linnell

Seacourt Tower West Way

Post town Oxford

County / Region OXON

Postcode OX2 0FB

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

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

0

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to
searchers of the public record.

Blake Laphorn Linnell - *MICHELLE HARTE*

Seacourt Tower West Way Oxford OXON.

Tel 01865 248607

DX number 723000 DX exchange Oxford 5



A24 *A7UFLIZT* 151
COMPANIES HOUSE 20/09/2006

Form revised April 2002

When you have completed and signed the form please send it to the
Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Company Secretary (see notes 1-5)

Company name MassTag Technologies Limited

NAME *Style / Title

*Honours etc.

*Voluntary details

Forename(s) Blakelaw Secretaries Limited

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principle office address.

Address ††

Harbour Court

Compass Road, North Harbour

Post town Portsmouth

County / Region Hampshire

Postcode PO6 4ST

Country United Kingdom

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

Consent signature

Date 18.09.06

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc.

Forename(s) Blakelaw Director Services Limited

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principle office address.

Address ††

Harbour Court

Compass Road, North Harbour

Post town Portsmouth

County / Region Hampshire

Postcode PO6 4ST

Country United Kingdom

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

See attached

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

Consent signature

Date 18.09.06

Directors (continued) (see notes 1-5)

Please list directors in alphabetical order

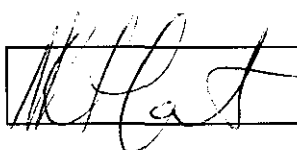
NAME	*Style / Title	<input type="text"/>	*Honours etc.	<input type="text"/>
*Voluntary details	Forename(s)	<input type="text"/>		
	Surname	<input type="text"/>		
	Previous forename(s)	<input type="text"/>		
	Previous surname(s)	<input type="text"/>		
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principle office address.	Address †	<input type="checkbox"/>		
		<input type="text"/>		
		<input type="text"/>		
	Post town	<input type="text"/>		
	County / Region	<input type="text"/>	Postcode	<input type="text"/>
	Country	<input type="text"/>		
	Day	Month	Year	
	Date of birth	<input type="text"/>	<input type="text"/>	Nationality <input type="text"/>
	Business occupation	<input type="text"/>		
	Other directorships	<input type="text"/>		
		<input type="text"/>		
	I consent to act as director of the company named on page 1			
	Consent signature	<input type="text"/>	Date	<input type="text"/>

This section must be signed by

Either

an agent on behalf of all subscribers

Signed



Date

18.09.06

Or the subscribers

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

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Notes

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

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

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

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

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

Address:

Give the usual residential address.

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

Subscribers:

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

2. Directors known by another description:

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

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality. **The date of birth must be given for every individual director.**

4. Other directorships:

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

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

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

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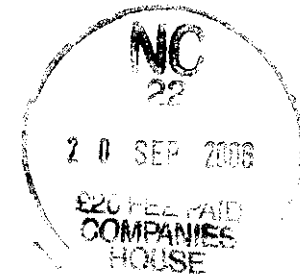
A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

MassTag Technologies Limited

(the Company)



- 1 The name of the Company is **MassTag Technologies Limited**.
- 2 The registered office of the Company will be situated in England and Wales.
- 3 The objects for which the Company is established are:-
 - 3.1 To carry on business as a general commercial company.
 - 3.2 To provide services of all descriptions and to carry on business as advisers and consultants of any kind.
 - 3.3 To act as agents or brokers and as trustees for any person, firm or company and to undertake and perform sub-contracts and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
 - 3.4 To carry on business as a holding company, property company or investment company and to invest the money of the company in any shares or investments in any company or property of any nature and to hold sell or otherwise deal with such shares investments or property as the board of directors of the Company see fit.
 - 3.5 To purchase or by any other means acquire any property for any estate or interest whatever, and any rights, privileges, easements or options over or in respect of any property or rights of any kind.
 - 3.6 To purchase or otherwise acquire, take over and undertake the whole or any part of the business and assets of any person or company and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person 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 limiting competition, or for mutual assistance with any such person, firm or company or for subsidising or otherwise assisting any such person 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.
 - 3.7 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

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rights, licences, trade marks, designs, protections and concessions and to 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 and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

- 3.8 To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.
- 3.9 To lend and advance money or give credit to such persons and on such terms as the board of directors of the Company shall determine.
- 3.10 To guarantee, indemnify support with or without consideration the performance of any obligation and the payment or repayment of any moneys by any person or company including (without limitation) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company and to secure any such obligation by mortgage charge or lien upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital.
- 3.11 To borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing, by mortgage, charge or lien upon the 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 or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- 3.12 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 3.13 To apply for, promote and obtain any Act of Parliament, order, or licence for enabling the Company to carry any of its objects into effect or for any purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.14 To enter into any arrangements with any governments or authorities or any person or Company that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government, authority, person or Company any charters, contracts, decrees, rights, privileges, franchises and concessions and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- 3.15 To subscribe for, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company.

- 3.16 To remunerate any person or company rendering services to the Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- 3.17 To support and subscribe to any charitable or public object and any institution, society or club which in the opinion of the board of directors of the Company is for the benefit of the Company or its employees, or is connected with any town or place where the Company carries on business;
- 3.18 To give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid to 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 at anytime is or was a subsidiary or holding company of the Company and to other persons whose services have been directly or indirectly of benefit to the Company or whom the board of directors of the Company considers have a moral claim on the 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 and associations, clubs, schools and housing schemes for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants.
- 3.19 To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking 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.
- 3.20 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.
- 3.21 To distribute among the members or creditors of the Company in kind any property of the Company and in particular any shares, debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- 3.22 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company or to contract with any person 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, debentures, debenture stock or other securities of the Company.
- 3.23 To procure the Company to be registered or recognised in any part of the world.

3.24 To carry on any other trade or business which may in the opinion of the board of directors of the Company is or may be capable of being conveniently carried on in connection with the above.

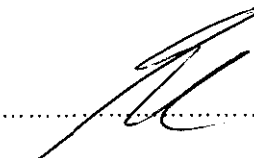
3.25 To do all such other things as in the opinion of the board of directors of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

Each sub-clause of this clause shall be construed independently of the other sub-clauses and in as wide a sense as if each sub-clause defined the objects of a separate company. "company" (except where used in reference to this Company) shall include any partnership or other body of persons in any part of the world whether incorporated or not. "person" shall include any company and any legal or natural person.


4 The liability of the members is limited.

5 The share capital of the Company is £10,000 divided into ten thousand shares of £1.00 each.

We, the subscribers to this memorandum of association wish to be formed into a company in pursuance of this memorandum; and we agree to take the number of shares in the capital of the Company set opposite our names.

Name and Address and Description of Subscriber	Signature	Number of Shares taken by subscriber
Blakelaw Director Services Limited Harbour Court, Compass Road, North Harbour, Portsmouth, Hampshire PO6 4ST		One

Dated: 18th June 2006

Witness to the above signatures, 

Name: MICHELLE HARTE

Address: 42 PINNOCKS WAY

OXFORD OX2 9DG

Occupation: SOLICITOR

ARTICLES OF ASSOCIATION

of

MASSTAG TECHNOLOGIES LIMITED

(the Company)

1 INTERPRETATION

- 1.1 In these Articles **Table A** means Table A as set out in the Companies (Table A-F) Regulations 1985 as amended prior to the date of adoption of these articles.
- 1.2 Words and expressions defined in Table A and words and expressions defined in the Act shall bear the same meaning in these articles unless the context otherwise requires.
- 1.3 Headings shall not affect the interpretation of these articles. The provisions of the Schedules to these Articles shall form part of these Articles.
- 1.4 In these articles, **Act** means the Companies Act 1985 as amended or re-enacted from time to time.

2 DEFINITIONS

"Associate" means any person who in relation to a Shareholder is an Associated Company or Family Member;

"Associated Company" means any body corporate more than [50]% of the equity share capital of which is owned directly or indirectly by the Shareholder in question;

"Business Days" means any day that is not a Saturday or Sunday or a Public Holiday in England;

"Family Member" means the spouse (widow or widower) mother, father, grandmother, grandfather child or grandchild (including any step and adopted child and its issue) of any Shareholder who is a director or employee of any Group Company;

"Family Trust" means a trust established by a Shareholder (being an individual), who is a director or employee of any Group Company which only permits such Shareholder and his Family Members to be beneficiaries thereof;

"Group" means a Company and its subsidiaries, holding companies and Associates of its holding companies and **"Group Company"** means any of them;

"Share" means the share capital of the company; and

"Shareholder" means a person who is registered as a holder of a share.

3 ADOPTION OF TABLE A

- 3.1 The Regulations contained in Table A, except where they are excluded or modified by these articles, shall apply to the Company and together with these articles shall constitute the articles of the Company.

4 AUTHORITY TO ALLOT SHARE CAPITAL

- 4.1 The authorised share capital of the Company at the date of adoption of these articles is £10,000 divided into 10,000 ordinary shares of £1.00 each. Save as expressly set out herein, the shares shall rank pari passu in all respects whether for voting, dividends or otherwise.
- 4.2 Any unissued shares in the capital of the Company shall, before they are issued, be offered to all Shareholders of the Company, initially pro-rata to their current shareholding in the Company, but if not all are taken up, then on a second and, if necessary, further occasions, pro rata to the holdings of those Shareholders wishing to take up shares until all shares have been taken up or there are no Shareholders wishing to take up further shares (whichever occurs first). Such offer shall be at the same price and on the same terms to each Shareholder and the provisions of section 90(1) to 90(6) shall apply to such offer.
- 4.3 Subject to any direction to the contrary which may be given by the Company in general meeting, in respect of any shares not taken up pursuant to article 4.2 or not capable of being offered in accordance with article 4.2 except by way of fractions, the directors may allot, grant options over, or otherwise dispose of, such shares to such persons on such terms as they think fit provided that such shares shall not be disposed of on terms which are more favourable than the terms on which they were offered to the Shareholders in accordance with article 4.2.
- 4.4 In accordance with section 80 of the Act the directors are unconditionally authorised for a period of five years from the date of adoption of these Articles to allot relevant securities of the Company up to the nominal amount of the Company's unissued share capital at the date of its incorporation or such other amount as is authorised in general meeting. The directors may make an offer or agreement pursuant to this article which may require relevant securities to be allotted after the expiry of such period.
- 4.5 The provisions of section 89 of the Act do not apply to the Company.

5 SHARES AND CERTIFICATES

- 5.1 The words "shall be sealed with the seal and" shall be deleted from regulation 6.

6 LIEN

- 6.1 The lien conferred by regulation 8 of Table A shall attach to all shares including fully paid shares registered in the name of any person indebted to the Company (whether he shall be the sole registered holder or one of two or more joint holders) in respect of all moneys payable by him or his estate to the Company.

7 TRANSFER OF SHARES

- 7.1 The provisions of the Schedule shall apply in relation to the transfer of shares in the Company.

8 PROCEEDINGS AT GENERAL MEETINGS

- 8.1 No business shall be transacted unless a quorum is present. Subject to article 8.3, 3 persons entitled to vote on the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation, shall be a quorum. Regulation 40 of Table A shall be modified accordingly.
- 8.2 If a quorum is not present or ceases to be present, the meeting shall be adjourned for 5 Business Days to the same time and place, and if 3 Shareholders cannot be present then the quorum shall be reduced to 2 Shareholders.
- 8.3 If, and for so long as, the Company has only one Shareholder that Shareholder present in person or by proxy or, where that Shareholder is a corporation, its duly authorised representative shall be a quorum at any general meeting of the Company or of the holder of any class of shares.
- 8.4 A Shareholder may participate in a meeting of the Shareholders by means of a conference telephone or any other equipment which allows all persons participating in the meeting to communicate with each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. A minute of the proceedings at any such meeting shall be sufficient evidence of such proceedings and compliance with all necessary formalities if certified as correct by the chairman of the meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is located for the meeting.
- 8.5 A poll may be demanded at any general meeting by any Shareholder entitled to vote at it. Regulation 46 of Table A shall be modified accordingly.
- 8.6 On a show of hands or on a poll votes may be given either personally or by proxy.
- 8.7 In the case of an equality of votes, whether on a show of hands or a poll, the chairman shall be entitled to a casting vote.

9 PROXIES

- 9.1 The directors may at their discretion treat as valid and properly delivered an original or a faxed copy of an instrument appointing a proxy and any authority under which it is executed which is received prior to the meeting at such place and in such manner as the directors may approve. Regulation 62 of Table A shall be modified accordingly.

10 POWERS OF DIRECTORS

- 10.1 The directors may delegate (with power to sub-delegate) any of their powers to committees consisting of such persons as they think fit. Regulation 72 of Table A shall be modified

accordingly and references in Table A to a committee of directors shall include a committee established under this article or such person or persons.

- 10.2 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 other security over its undertaking or property or any part of its uncalled capital.

11 APPOINTMENT AND REMOVAL OF DIRECTORS

- 11.1 Regulation 64 of Table A shall not apply to the Company.
- 11.2 Any person who is willing to act may be appointed as a director (either to fill a vacancy or as an additional director) by the directors or by the Company by ordinary resolution.
- 11.3 Any person who is willing to act may be appointed as a director (either to fill a vacancy or as an additional director) and any director may be removed from office (no matter how he was appointed) by notice in writing delivered to the registered office or tendered at a meeting of the directors and signed by any Shareholder or Shareholders holding shares entitling such Shareholder or Shareholders to exercise a majority of the votes at any general meeting of the Company.
- 11.4 Regulations 73 to 80 (inclusive) and the last sentence of regulation 84 of Table A shall not apply.
- 11.5 There shall be no shareholding qualification for directors and no person shall be ineligible for appointment as a director or be required to retire or vacate his office by reason of his having attained any particular age.

12 NOTICE OF BOARD MEETINGS

- 12.1 The quorum for the transaction of the business of the directors shall be 2 but if and for so long as the Company has a sole director he may exercise all the powers vested in the directors by these articles or Table A and Regulation 89 of Table A shall be modified accordingly.
- 12.2 There shall be at least 8 board meetings held in each calendar year. All board meetings shall be held in the United Kingdom unless otherwise previously agreed by all the directors of the Company.
- 12.3 Five Business Days' notice of a board meeting must be given to the directors. Notice of a meeting of the directors shall be deemed to be properly given to a director if it is sent to him in writing or is given to him personally at his last known address in the United Kingdom or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the director concerned. Notice shall be given to a director who is absent from the UK. A director may waive notice of any meeting either prospectively or retrospectively. Regulation 88 of Table A shall be modified accordingly.
- 12.4 At any meeting of the directors, in the case of an equality of votes the Chairman shall have a second or casting vote.

13 DIRECTORS INTERESTS

- 13.1 Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act a director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. Regulations 94 and 95 of Table A shall not apply.

14 PARTICIPATION IN BOARD MEETINGS

- 14.1 Any or all of the Shareholders of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any other equipment which allows all persons participating in the meeting to communicate with each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. A minute of the proceedings at any such meeting shall be sufficient evidence of such proceedings and compliance with all necessary formalities if certified as correct by the Chairman of the meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is located for the meeting.

15 RESOLUTION IN WRITING

- 15.1 A written resolution signed by all the directors or by all the Shareholders of a committee shall be as valid and effectual as a resolution passed at a meeting of the board or, as the case may be, of the committee, properly called and constituted. The resolution may be contained in one document or in several documents in like form each executed by one or more of the directors or Shareholders of the committee concerned and may be sent to each director personally or by post or facsimile. A resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity. Regulation 93 of Table A shall not apply.

16 NOTICES

- 16.1 Any notice or other document may be served on or delivered to any Shareholder by the Company either personally or by sending it by post addressed to the Shareholder at his registered address or by fax to a number provided by the Shareholder for this purpose, or by leaving it at his registered address, or by any other means authorised in writing by the Shareholder concerned. A Shareholder whose registered address is not in the United Kingdom and who shall not have given to the Company an address in the United Kingdom or valid fax number in the United Kingdom for the service of notices shall not be entitled to receive any notice from the Company. In the case of joint holders of a share, service on or delivery to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulations 111 and 112 of Table A shall not apply.
- 16.2 Any notice or other document sent by the Company by post shall be deemed to have been served or delivered twenty-four hours after posting. In proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and posted. Any notice or other document left at a registered address or sent by fax or by

any other means authorised in writing by the Shareholder concerned shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply.

17 INDEMNITIES

- 17.1 Every director, managing director, agent, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him to the fullest extent permitted from time to time by the Act in relation to his conduct as an officer of the Company.
- 17.2 Pursuant to sections 309A(5) and 310(3) of the Act the Company may purchase and maintain indemnity insurance cover for any director, officer or auditor of the Company.

**SCHEDULE
TRANSFER OF SHARES**

1 GENERAL

- 1.1 In Regulation 23 of Table A the words "and, unless the share is fully paid, by or on behalf of the transferee" shall be deleted.
- 1.2 The first sentence of Regulation 24 of Table A shall not apply.
- 1.3 In this Schedule, any reference to a transfer of shares shall be deemed to include a transfer of a legal and / or beneficial interest in the shares or the grant of an option to acquire the legal and / or beneficial interest in the shares in each case whether made or purported to be made by a Shareholder or any other person entitled to an interest in the shares.
- 1.4 No Shareholder (or other person entitled to transfer the shares registered in the name of a Shareholder) may transfer, create, grant or part with any shares or any interest in any shares in the Company unless and until the provisions of this Schedule are complied with.

2 TRANSFERS

- 2.1 No Shareholder may transfer any shares, or any interest in shares, in the Company:
 - 2.1.1 to any person under the age of 21 years; or
 - 2.1.2 (subject to paragraph 4) to any person without the prior written consent of all the Shareholders, unless the Shareholder has complied with the provisions of paragraph 3.

3 TRANSFER NOTICE

- 3.1 Subject to paragraphs 4 (*Deemed Transfers*) and 5 (*Permitted Transfers*) any person (the **Seller**) proposing to transfer any shares or any interest in shares must give notice in writing (the **Transfer Notice**) to the Company that he wishes to transfer the same. The Transfer Notice must specify:
 - 3.1.1 the number of shares he wishes to transfer (the **Sale Shares**); and
 - 3.1.2 the price per share at which he is willing to sell (the **Sale Price**).
- 3.2 The Transfer Notice shall:
 - 3.2.1 subject to paragraph 9.5, be revocable only with the prior written consent of all the other Shareholders (the **Remaining Shareholders**);
 - 3.2.2 be deemed to contain a provision that, unless all the Sale Shares are sold, none will be sold; and
 - 3.2.3 be deemed to specify that the Sale Shares are to be sold free from all liens, charges and encumbrances together with all rights attaching to them.

3.3 Following service of the Transfer Notice, the provisions of paragraph 5 shall apply.

4 DEEMED TRANSFERS

4.1 A Transfer Notice shall be deemed to have been served in respect of all Shares held by a Shareholder where that Shareholder:

4.1.1 being an individual,:

- (a) is made bankrupt or proposes, or enters into, any arrangement with his creditors; or
- (b) who is, at the date of adoption of these articles, or later becomes, an employee or Director of the Company, ceases to be so employed or hold office (and does not continue to be so employed or hold office) for any reason;

4.1.2 being a body corporate:

- (a) enters into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent reconstruction) or has a receiver, manager, administrative receiver or administrator appointed over all or any part of its assets or undertaking; or
- (b) ceases to be controlled (as defined by section 416 of Income and Corporation Taxes Act 1988) by the person(s) who controlled such Shareholder on the date which it became a Shareholder of the Company or on the date of adoption of these Articles (whichever shall be the later);

(each a **Deemed Transfer Event**).

5 PERMITTED TRANSFERS

5.1 The restrictions on transfers contained in Article 2 (*Transfers*) and Article 3 (*Transfer Notice*) shall not apply to:

- 5.1.1 any transfer of Shares by a Shareholder or his personal representatives to an Associate;
- 5.1.2 any transfer of Shares held by a Company to a Group Company, provided that if any such transferee ceases to be a Group Company it shall forthwith transfer the relevant Shares to the original Company or to another Group Company;
- 5.1.3 any transfer of Shares by a Shareholder to trustees of a Family Trust on its establishment by that Shareholder;
- 5.1.4 any transfer of Shares pursuant to an offer made in accordance with Article 7 (*Tag Along*) or 8 (*Drag Along*);
- 5.1.5 any transfer of Shares by trustees of a Family Trust in their capacity as trustees of that Family Trust on a change of trustees to the new trustees of that Family Trust;

- 5.1.6 any transfer of Shares by trustees of a Family Trust in their capacity as trustees of that Family Trust to a person who has an immediate beneficial interest under the Family Trust.
- 5.2 If a Family Trust as constituted whose assets include Shares ceases to be a Family Trust, the trustees shall without delay notify the Company that such event has occurred and shall give a Transfer Notice in respect of those Shares and, if the trustees fail to so notify the Company or to give a Transfer Notice, they shall be deemed to have served the Company with a Transfer Notice in respect of those Shares.
- 5.3 No shares may be transferred under this Article 5 if they are the subject of a Transfer Notice given or deemed to be given pursuant to Article 4.1.1(b) or Article 5.2.

6 PRE-EMPTION PROVISIONS

- 6.1 The Company shall act as agent for the Seller for the sale of the entire legal and beneficial interest in all of the Sale Shares at the Sale Price or, if it has been certified in accordance with paragraph 9, the Value.
- 6.2 The Company shall, within 21 days of:
- 6.2.1 receipt of the Transfer Notice; or
- 6.2.2 the directors becoming aware of a Deemed Transfer Event;
- (whichever is applicable) serve notice in writing (the **Offer Notice**) to the Remaining Shareholders offering the Sale Shares for sale to them in proportion (or as nearly as may be) to the number of shares held by them respectively.
- 6.3 The Offer Notice shall:
- 6.3.1 state the Sale Price (or, if applicable, confirm that the independent accountants have been instructed to certify the Value);
- 6.3.2 invite each Remaining Shareholder to:
- (a) accept the offer before the later of:
- (i) the date specified in the Offer Notice; or
- (ii) if applicable, 14 days after the date on which a copy of the certificate of Value is given by the Company to the Shareholders in accordance with clause 9.4; and
- (b) invite each Remaining Shareholder to specify:
- (i) how many of the Sale Shares offered to him he wishes to purchase; and
- (ii) in the event that all the Remaining Shareholders do not accept the offer in respect of their respective proportions in full,

whether he wishes to purchase in excess of his proportion and, if so, how many (the **Excess Claim**).

- 6.4 For the purposes of paragraph 6.3.2(b) an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. If all the Remaining Shareholders do not accept the offer in respect of their respective proportions in full, the shares not so accepted shall be used to satisfy the Excess Claims in proportion (or as nearly as may be) to the number of shares already held by them respectively, provided that no Remaining Shareholder shall be obliged to take more shares than identified in his own Excess Claim.
- 6.5 If any shares are not capable of being offered to the remaining shareholders in proportion to their existing holdings without involving fractions, the same shall be offered to the shareholders, or some of them, in such proportions, or in such manner, as may be determined by lots drawn and the lots shall be drawn in such manner as the remaining shareholders shall see fit.
- 6.6 If some or all of the Sale Shares are not accepted by the remaining shareholders then the Company may, within 14 days of the expiry of the appropriate period specified in paragraph 6.3.2, offer the Sale Shares not so accepted for sale to the following persons in the following order at the Sale Price or, if it has been certified pursuant to paragraph 7, the Value:
- 6.6.1 to itself for the purchase of its own shares (provided it may lawfully do so);
 - 6.6.2 a third party or parties (the **Third Party(ies)**) approved by the board of directors of the Company and the holders of the whole of the issued voting share capital of the Company held by the Remaining shareholders;
- and each such offer shall be open for acceptance by the relevant person for a period of 30 days from the date of the said offer.
- 6.7 If the Company has found buyers for all of the Sale Shares (but not some only) in accordance with paragraphs 6.2 to 6.6 the Company shall, not later than 7 days after the expiry of the appropriate offer periods specified in those paragraphs, give notice in writing (the **Sale Notice**) to the Seller specifying the remaining shareholders and the number of shares they wish to purchase and the Seller shall be bound, upon payment of the Sale Price or Value (as appropriate) to transfer the Sale Shares to the Remaining shareholders.
- 6.8 If the Seller defaults in his obligations under paragraph 6.7 the Company may receive the purchase monies on his behalf and may authorise some person to execute transfers of the Sale Shares in favour of the Remaining shareholders. The receipt of the Company for the purchase monies shall be a good discharge to the buyers. The Company shall pay the purchase monies into a separate bank account.
- 6.9 If the Company does not give a Sale Notice to the Seller within the time specified in paragraph 6.7, the Seller may, during the period of 60 days following the expiry of the time so specified, transfer all of the Sale Shares to any person or persons but so that such transfer shall not take place at less than the Sale Price or, if it has been certified pursuant to paragraph 7, the Value but only to person(s) approved by the directors which shall not be unreasonably withheld.

- 6.10 In the application of Regulations 29 to 31 (inclusive) of Table A to the Company, any person becoming entitled to a share in consequence of the death or bankruptcy of a Shareholder may elect to be registered as the Shareholder himself or execute any transfer of the shares, if:

6.10.1 all the Remaining Shareholders agree; or

6.10.2 if the Company shall not have received acceptances for all the Sale Shares after the expiry of 120 days from the date on which that person became so entitled.

7 TAG ALONG RIGHTS

- 7.1 If any Shareholder, on his own or acting in concert (within the meaning of the edition of the City Code on Take-overs and Mergers current at the relevant time) with one or more other shareholder, proposes to sell or transfer, in one or a series of related transactions, Shares greater than 50% of all the Shares in issue at the time of the proposed sale or transfer (the **Proposing Seller**) to any person other than another Shareholder or a permitted transferee pursuant to Article 5 the Proposing Seller shall procure, before the sale or transfer, that each proposed purchaser makes a bona fide written offer (**Tag Along Offer**) to each of the other Shareholder (each a **Non-selling Party**) to buy that proportion of each Non-selling Party's Shares which is equal to the proportion represented by the number of Shares which the Proposing Seller is proposing to sell as against all the Shares held by the Proposing Seller at the time of the proposed sale or transfer for the same price per Share and otherwise on the same terms and conditions as those applying to the proposed sale or transfer by the Proposing Seller of his Shares.

- 7.2 Each Tag Along Offer shall specify:

7.2.1 the price for the relevant Shares and any other principal terms and conditions of the proposed sale or transfer; and

7.2.2 the period (being not less than 25 days from service of the Tag Along Offer) for acceptance by each Non-selling Party.

- 7.3 If within the period specified in each Tag Along Offer any Non-selling Party accepts the offer in writing, then the Proposing Seller shall procure that the sale by that Non-selling Party of his relevant Shares shall proceed on the same financial terms (including price per Share) and at the same time as the sale of the Proposing Seller's Shares.

- 7.4 Any acceptance by a Non-selling Party of a Tag Along Offer shall be irrevocable, but no sale of that Non-selling Party's Shares pursuant to its acceptance shall take place unless and until the sale of the Proposing Seller's Shares is completed.

8 DRAG ALONG RIGHTS

- 8.1 The provisions of this Article 8 shall apply if any Shareholder (on his own or acting in concert with one or more other Shareholders) (each a **Selling Shareholder**) proposes to sell or transfer Equity Shares (**Sale Shares**) that in aggregate constitute 60% or more of all the Equity Shares in issue at the time of the proposed sale or transfer as part of a bona fide arm's length transaction to any person other than another Shareholder or a permitted transferee pursuant to Article 5.

- 8.2 The Selling Shareholder may (but shall not be obliged to) give to the Company not less than 25 days' prior written notice of that proposed sale or transfer. That notice (**Sale Notice**) will include details of the Sale Shares and the proposed price per Sale Share to be paid by the proposed buyer (**Proposed Buyer**), details of the Proposed Buyer and the place, date and time of completion of the proposed purchase being a date not less than 25 days from service of the Sale Notice (the **Drag Along Completion**). Any Sale Notice received by the Company less than 25 days before the proposed date of the Drag Along Completion shall be ineffective.
- 8.3 Immediately upon receipt of a Sale Notice, the Company shall give notice in writing (**Drag Along Notice**) to each of the Shareholders (other than the Selling Shareholder) giving the details contained in the Sale Notice and requiring each of them to sell to the Proposed Buyer at the Drag Along Completion all Shares held by them (and any of their permitted transferees to which Shares have been transferred pursuant to Article 5), provided that the Selling Shareholder may withdraw a Sale Notice at any time prior to the Drag Along Completion by written notice to the Company to that effect and, on service of that notice, each Drag Along Notice shall no longer be binding and shall cease to have any effect.
- 8.4 Each Shareholder who is given a Drag Along Notice shall, in the event of the proposed sale or transfer proceeding, sell (or procure the sale of) all the Shares referred to in his Drag Along Notice to the Proposed Buyer on the Drag Along Completion at the highest price per Sale Share proposed by the Proposed Buyer, or, if higher, at which Shares have been purchased by the Proposed Buyer or any person acting in concert with the Proposed Buyer during the period of six months prior to the date of the Sale Notice and otherwise on terms no less favourable than those applicable to the sale of Shares by the Selling Shareholder.
- 8.5 If any of the Shareholders or their permitted transferees pursuant to Article 5 (each a **Defaulting Shareholder**) shall fail to comply with the terms of Article 8.4 in any respect:
- 8.5.1 the Company shall be constituted the agent of each Defaulting Shareholder for the sale of his Shares (together with all rights then attached to those Shares) referred to in his Drag Along Notice in accordance with that notice;
 - 8.5.2 the Board may authorise a Director to execute and deliver on behalf of each Defaulting Shareholder the necessary transfers;
 - 8.5.3 the Company may receive the purchase money in trust for each Defaulting Shareholder and cause the Proposed Buyer to be registered as the holder of such Shares;
 - 8.5.4 the receipt by the Company of the purchase money pursuant to those transfers shall constitute a good and valid discharge to the Proposed Buyer (who shall not be bound to see to the application of those monies);
 - 8.5.5 after the Proposed Buyer has been registered in purported exercise of the powers in this Article 8.5, the validity of the proceedings shall not be questioned by any person; and
 - 8.5.6 the Company shall not pay the purchase monies to a Defaulting Shareholder until he shall, in respect of the shares subject to the Drag Along Notice, have delivered

a share certificate or a suitable indemnity and the necessary transfers to the Company.

- 8.6 The expression **price per Sale Share** used in Articles 8.2 and 8.4 shall be deemed to include an amount equal to the relevant proportions of any other consideration (in cash or otherwise) received or receivable by the holders of the Shares in question which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the specified Shares, and in the event of disagreement, the calculation of the price shall be referred to a chartered accountant or other expert (acting as an expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall, in the absence of fraud or manifest error, be final and binding.

9 VALUE

- 9.1 Any Shareholder may, not later than 7 days after the date of the Offer Notice, serve on the Company a notice in writing requesting that the independent accountants for the time being of the Company certify the value (the **Value**) of the Sale Shares in accordance with paragraph 9.2.
- 9.2 The Company shall, on receipt of a notice pursuant to paragraph 9.1 and otherwise upon the directors becoming aware of a Deemed Transfer Event, instruct its independent accountants to certify the Value using the following principles:
- 9.2.1 on the assumption that the Sale Shares are sold on an arms length basis between a willing seller and a willing buyer free of all restrictions, liens, charges and other encumbrances;
 - 9.2.2 valuing all assets owned by the Company at their current market value at the date used for valuation in paragraph 9.2.4 (based on continuing use for the purpose for which they are then used by the Company);
 - 9.2.3 having regard to the value of the business of the Company and its subsidiaries (if any) but without taking into account (if it be the case) that the Sale Shares constitute a majority or minority interest but on the basis that each share shall be valued by adopting the value of the Company calculated in accordance with this paragraph 9.2 and dividing such value by the total number of issued shares in the capital of the Company; and
 - 9.2.4 on the assumption that the sale is taking place on the date of the Transfer Notice or, if applicable, the date of the Deemed Transfer Event.
- 9.3 The independent accountant shall be regarded as acting as expert and not arbitrator and in the absence of fraud or manifest error, his written determination will be binding upon all parties and he will be under no liability to any person by reason of the determination or for anything done or omitted to be done by him for the purpose of it or in connection with it.

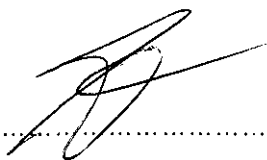
- 9.4 The Company shall, within 7 days of receipt of the same, serve on all the Shareholders (including the Seller) a copy of the certificate of Value produced by the independent accountant.
- 9.5 The Seller may, except where the Transfer Notice is deemed given under paragraph 4, within 7 days of service of a copy of the certificate of Value on the shareholders, withdraw the Transfer Notice by notice in writing to the Company.

Name and Address and Description
of Subscriber

Signature

Number of Shares
taken by subscriber

Blakelaw Director Services Limited
Harbour Court
Compass Road
North Harbour
Portsmouth
Hampshire,



~~500~~ ONE

EN

Dated: 18th / 12 / 07 2006

Witness to the above signatures:



Name: MICHELLE HARTIE

Address: 42 PINNOCES WAY OXFORD OX2 9NG

Occupation: POLICION