CERTIFICATE OF REGISTRATION
OF AN EUROPEN ECONOMIC
INTEREST GROUPING

No. GS000004

I hereby certify that

Eurogroup Consult EEIG

whose official address is in Great Britain,
is this day registered

Given at Companies House, Edinburgh,
the 13 September 1995

FILE COPY

Registrar of Companies

Companies House
— *for the record* —

EUROPEAN ECONOMIC INTEREST GROUPING FORM No. 2

EEIG2

Statement of name, establishment address in Great Britain and members of an EEIG whose official address is outside the UK

Pursuant to Articles 5 and 10 of Council Regulation (EEC) No. 2137/85 and Regulation 12 of the European Economic Interest Grouping Regulations 1989

Please do not write in this margin

To the Registrar of Companies (address overleaf)

For official use: 550000 04

Name of grouping

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

Outside Germany:	Eurogroup Consult EEIG
Inside Germany:	Eurogroup Consult EWIV Babtie-Haas-Regioplan-VAB Engineers & Planners
Member State in which official address is situated	Germany

Establishment address in Great Britain is situated at

Babtie Group Limited	
95 Bothwell Street	
Glasgow, U.K.	Postcode G2 7HX

† delete if inappropriate

1 A certified copy of the contract of the above-named grouping [and, that contract not being written in English, a certified translation of it]†[is][are] delivered for registration

2 The name(s) (include business name if different) and particulars of the members of the grouping are as follows:

§ insert "natural person" if an individual, "legal person" if a body corporate or "partnership" as appropriate

ø Business address or registered office address as appropriate

Name	Babtie Group Ltd
Registered Number and Place of Registration (if any)	141100, Scotland
Legal Form§	Legal Person
Address ø	95 Bothwell Street, Glasgow, U.K.
Postcode	G2 7HX

Name	Regioplan GmbH
Registered Number and Place of Registration (if any)	HRB 1885
Legal Form§	Legal Person
Address ø	Gretherstr. 46, 79539 Lorrach, Germany
Postcode	

PLEASE TURN OVER

Presentor's name address, telephone number and reference (if any):

For official Use

Post room

COMPANIES HOUSE

MARK FRASER ALEXANDER COWIE, NOTARY PUBLIC, GLASGOW.

URKUNDE

des Notars

WILLY SCHÄFERS

in Hannover

[redacted]

Nr. 538 der Urkundenrolle für 19 95

Beglaubigte Abschrift

Verhandelt

zu Hannover, am 9. Mai 19 95

Vor mir, dem unterzeichneten Notar

Willy Schäfers

mit dem Amtssitz in Hannover

erschienen heute :

1.) für die Firma Babtie Group Ltd., 95 Bothwell Street, Glasgow G27HX, U.K. Herr David James Banks, geb. am 9.2.1937
2.) für die Firma Regioplan GmbH, Gretherstraße 46, 79539 Lörrach, Deutschland Herr Matthias Rapp, geb. 21.1.1994
3.) für die Firma VAB Arkitekter + Ingenjörer AB, Mariehemsvägen 6, Box 6540, S-90612 Umea, Herr Kjell Allan Jonsson, geb. 10.12.1949
4.) für die Firma Ingenieur-Consult Haas & Partner GmbH, Brüderstraße 5, 30159 Hannover, Deutschland, deren alleinvertretungsberechtigter Geschäftsführer Herr Otmar Haas, ebendaher.

Die Erschie zu 1) bis 4) sind dem Notar nicht von Perso. bekannt, wiesen sich jedoch zu Gewißheit wie folgt aus :

zu 1): Reisepaß für Großbritannien und Nord Irland Nr. 017948511 ausgestellt von United Kingdom Passport Agency am 19.4.1995

zu 2): Identitätskarte für die Schweiz, Nr. A 4577587, ausgestellt von der Einwohnerkontrolle Muttenz am 23.4.1985

zu 3): Reisepaß für Schweden Nr. 21 614640, ausgestellt von Polismyndigheten I Umea am 4.2.1992

zu 4): Personalausweis der BRD Nr. 1546049304, ausgestellt von Stadt Ronnenberg am 30.11.88

Der Notar bescheinigt hiermit aufgrund der ihm vorliegenden beglaubigten Registerauszüge, daß

a) die Firma Babtie Group Ltd., 95 Bothwell Street, Glasgow G27HX, U.K. durch den Ersch. zu 1)

b) die Firma Regioplan GmbH, Gretherstraße 46, 79539 Lörrach, Deutschland durch Herrn Sänger, dieser vertreten durch den Ersch. zu 2)

c) die Firma VAB Arkitekter + Ingenjörer AB, Mariehemsvägen 6, Box 6540, S-90612 Umea, Schweden den Ersch. zu 3)

als deren alleinvertretungsberechtigter/der alleinvertretungsberechtigte Geschäftsführer vertreten sind.

Im übrigen hat der Notar durch Ermittlungen beim Handelsregister Hannover festgestellt, daß der Erschienene zu 4) Herr Otmar Haas alleinvertretungsberechtigter Geschäftsführer der Firma Ingenieur-Consult Haas & Partner GmbH Hannover, ist.

Die für die Beteiligten zu 1) und 3) Erschienenen sind nach Überzeugung des Notars der Deutschen Sprache nicht hinreichend kundig. Sie sprechen englisch. Der Notar zog deshalb die vereidigte Dolmetscherin Frau Jutta Rüping, wohnhaft Hornemannweg 10, 30167 Hannover, ausgewiesen durch Ausweis Nr. 6466864929, ausgestellt von der Stadt Heidelberg,

als Dolmetscherin hinzu, in deren Person Ausschließungsgründe nicht vorliegen. Frau Rüping erklärte, als Dolmetscherin allgemein vereidigt zu sein.

Dies vorausgeschickt erklärten die Erschienenen, daß sie die nachfolgenden Erklärungen nicht im eigenen Namen, sondern für die von ihnen vertretenen Firmen abgeben.

Nunmehr ersuchten die Erschienenen den Notar um Beurkundung eines

Gründungsvertrages

und erklärten:

1. Die von uns vertretenen Gesellschaften Babtie Group Ltd., Regio-Plan GmbH, VAB Arkitekter + Ingenjörer AB und Ingenieur-Consult Haas & Partner GmbH gründen eine Europäische wirtschaftliche Interessenvereinigung und schließen den dieser Niederschrift als Anlage beigefügten Vertrag der Vereinigung.

2. Zu Geschäftsführern werden bestellt die Ersch. zu 1, 2, 3 und Herr Dirk Maus, Gutsstraße 20, 30890 Barsinghausen

3. Hiermit bevollmächtigen wir

1. die Bürovorstehern Frau Ingrid Riemenschneider,
2. die Rechtsanwalts- und Notargehilfin Frau Susanne Anderscheck

beide dienstansässig Johannssenstr. 2-3, 30159 Hannover, -jede für sich allein- unter Befreiung von den Beschränkungen des § 181 BGB, den Gründungsvertrag nach gemeinsamer Weisung der Gründungsmitglieder zu ergänzen bzw. zu ändern und alle Erklärungen abzugeben, die zur Eintragung der Vereinigung in das Registergericht erforderlich sind. Sämtliche Erklärungen der Bevollmächtigten sind vor dem beurkundenden Notar abzugeben. Die Vollmacht gilt nach außen hin uneingeschränkt.

Die Vollmacht erlischt mit der Eintragung der Vereinigung im Register.

Diese Niederschrift nebst Anlagen wurde den Erschienenen in Gegenwart des Notars in deutscher Sprache vorgelesen und sodann von der Dolmetscherin in die englische Sprache übersetzt. Der Notar wies die Erschienenen zu 1) und 3) darauf hin, daß sie eine schriftliche Übersetzung verlangen können. Die Beteiligten verzichteten jedoch auf eine schriftliche Übersetzung. Diese Niederschrift wurde daraufhin den Erschienenen vorgelesen, von ihnen genehmigt und von ihnen, dem Dolmetscher und dem Notar eigenhändig, wie folgt, unterschrieben:

Gründungsvertrag

§ 1

Name und Sitz der Vereinigung

Die Vereinigung führt in Deutschland den Namen

Eurogroup Consult EWIV Babtie-Haas-Regioplan-VAB
Engineers & Planners

Der Sitz ist Hannover.
Außerhalb Deutschland für die Vereinigung den Namen Eurogroup Consult EEIG.

§ 2
Geschäftsjahr

Geschäftsjahr der Vereinigung ist das Kalenderjahr. Das erste Geschäftsjahr endet am 31.12.1995.

§ 3
Unternehmensgegenstand der Vereinigung

Zusammenschluß rechtlich selbständiger Unternehmen mit dem Ziel der qualitäts- und wettbewerbsmäßigen Verbesserung ihrer Dienstleistungen sowie die grenzüberschreitende Zusammenarbeit, insbesondere in Europa und darüberhinus.

Die Gruppe sieht sich als Dienstleistungsorganisation mit dem Ziel für ihre Mitglieder Leistungen und Projektverträge zu akquirieren.

Basis des Handelns sind die "Ethischen Grundsätze einer Zusammenarbeit" (siehe Anhang Nr. 1), die Teil dieses Gründungsvertrages sind und von allen Gesellschaften respektiert werden.

§ 4
Niederlassung

Es ist beabsichtigt, daß die Vereinigung Niederlassungen in den Ländern aller Mitglieder eröffnet. Die Eintragung der Niederlassungen wird bei den zuständigen Gerichten von dem jeweiligen Mitglied veranlaßt.

§ 5
Mitglieder der Vereinigung

Die Gründungsmitglieder der Vereinigung sind

Babtie Group Ltd,
95 Bothwell Street, Glasgow G27HX, U.K.
Tel.: ++44-141-204 2511
Registrierungsnr. 141100

Regioplan GmbH,
Gretherstr. 46, 79539 Lörrach, Deutschland
Tel.: ++49-7621-8518
Registrierungsnr. HRB 1885

VAB Arkitekter + Ingenjörer AB,
Marlehemsvägen 6, Box 6540, S-90612 Umea, Schweden
Tel.: ++46-90-103000
Registrierungsnr. 556359-6542

Ingenieur-Consult Haas & Partner GmbH,
Brüderstr. 5, 30159 Hannover, Deutschland
Tel.: ++49-511-9117-0
Registrierungsnr. HRB 8400

Jedes Mitglied kann zu jedem Zeitpunkt die Vereinigung verlassen unter der Voraussetzung, daß die übrigen Mitglieder mindestens 3 Monate im voraus informiert werden. Das die Vereinigung verlassende Mitglied bleibt aber weiterhin für seinen Anteil an den Pflichten und Rechten der Vereinigung verantwortlich bis zum Zeitpunkt des Erlöschens seiner Mitgliedschaft.

Jedes Mitglied kann durch einstimmigen Beschluß aller anderen Mitglieder ausgeschlossen werden. Das ausgeschlossene Mitglied bleibt aber weiterhin für seinen Anteil an den Pflichten und Rechten der Vereinigung verantwortlich bis zum Zeitpunkt des Erlöschens seiner Mitgliedschaft.

§ 6
Dauer der Vereinigung

Die Vereinigung wird auf unbestimmt Zeit geschlossen.

§ 7
Organe der Vereinigung

Organe der Vereinigung

- die Mitgliederversammlung im Sinne des Art. 16 der EWG-Verordnung Nr. 2137/85 sowie die Geschäftsführung und weitere operative Gruppen, die durch die Mitgliederversammlung ins Leben gerufen werden.

§ 8
Mitgliederversammlung

Die ordentliche Mitgliederversammlung beschließt insbesondere über

- die Jahresplanung (Aktivitäts- und Wirtschaftsplan),
- die Festlegung des Jahresabschlusses
- die Entlastung der Geschäftsführung, sowie dessen Pflichten und Rechte
- weitere Punkte, die von anderen Organen nicht beschlossen werden können

Alle von der Vereinigung beabsichtigten Aktivitäten bedürfen der Zustimmung der Mitglieder der Mitgliederversammlung.

Für die Beschlußfähigkeit der Mitgliederversammlung ist die Anwesenheit von bevollmächtigten Vertretern von mehr als der Hälfte der Mitglieder erforderlich.

§ 9
Einberufung der Mitgliederversammlung

Innerhalb der ersten sechs Monate eines jeden Geschäftsjahres soll eine ordentliche Mitgliederversammlung stattfinden, weiterhin wird die Mitgliederversammlung bei Bedarf einberufen.

Die Mitgliederversammlung muß einberufen werden, wenn ein Mitglied dies unter Angabe der Tagesordnungspunkte verlangt.

Die Mitgliederversammlung wird durch die Geschäftsführung einberufen. Die Einberufung hat schriftlich mit einer Frist von wenigstens drei Wochen unter Angabe von Ort und Zeit, Mitteilung der Tagesordnung und Übersendung der erforderlichen Unterlagen zu erfolgen. Mitteilungen über Änderungen oder Ergänzungen der Tagesordnung müssen mindestens 10 Tage vor der Versammlung bei den Mitgliedern eingegangen sein oder einer kürzeren Frist, wenn hierzu Einstimmigkeit bei allen Mitgliedern vorliegt.

In dringenden Fällen kann der Vorsitzende der Mitgliederversammlung mit einstimmiger Zustimmung der Mitglieder die Einberufungsfrist verkürzen.

Die Mitgliederversammlung kann an jedem beliebigen Ort stattfinden.

Den Vorsitzenden der Mitgliederversammlung bestimmen die Mitglieder.

Über die Mitgliederversammlung ist eine Niederschrift zu fertigen, welche den Ort und die Zeit der Versammlung, die Namen der Teilnehmer, den wesentlichen Gang der Beratung, den Wortlaut der Anträge und Beschlüsse sowie die Abstimmungsergebnisse wiedergeben soll.

Die Niederschrift wird während des nächsten Treffens genehmigt. Widerspruch und Einwände zu wichtigen Punkten sind allen Mitgliedern innerhalb von 3 Wochen nach Erhalt der Niederschrift mitzuteilen.

§ 10
Vertretung in der Mitgliederversammlung

Jedes Mitglied wird sich durch einen Bevollmächtigten vertreten lassen.

§ 11
Beschlüsse der Mitgliederversammlung

Jedes Mitglied hat eine Stimme.

Das Stimmrecht kann in schriftlicher Form ausgeübt werden, wenn die Einberufung der Mitgliederversammlung oder die Teilnahme an dieser nicht möglich ist.

Beschlüsse können nur einstimmig gefaßt werden.

Die Mitglieder der Geschäftsführung nehmen zum Zwecke der Entgegennahme des Rechenschaftsberichtes ~~des~~ der Geschäftsführung an der Mitgliederversammlung teil, sofern der Vorsitzende der Mitgliederversammlung nicht etwas anderes bestimmt.

§ 12
Geschäftsführung und Vertretung

Die Vereinigung hat einen oder mehrere Geschäftsführer.

Die Vereinigung wird gegenüber Dritten durch einen oder mehrere Geschäftsführer vertreten. Ist nur ein Geschäftsführer vorhanden, so ist er stets alleinvertretungsberechtigt. Sind mehrere Geschäftsführer vorhanden, so wird die Gesellschaft jeweils von zwei Geschäftsführern vertreten. Auch wenn mehrere Geschäftsführer vorhanden sind, kann einem oder mehreren Geschäftsführern das Recht zur Alleinvertretung verliehen werden.

Die Geschäftsführer werden von der Mitgliederversammlung bestellt, die über die Dauer der Bestellung entscheidet. Wiederholte Bestellungen sind zulässig. Die Mitgliederversammlung kann die Bestellung jederzeit widerrufen, unbeschadet etwaiger Entschädigungsansprüche aus bestehenden Verträgen.

Die Bedingungen für die Bestellungen und die Entlassungen der Geschäftsführer sowie die Regelungen für deren Befugnisse werden durch die Mitgliederversammlung getroffen.

§ 13
Aufgaben der Geschäftsführung

Die Geschäftsführung besorgt die Geschäfte nach Maßgabe der Gesetze, des Gründungsvertrages der Vereinigung und der Beschlüsse der Mitgliederversammlung.

§ 14
Jahresabschluß und Lagebericht

Die Geschäftsführung soll in den ersten fünf Monaten des Geschäftsjahres für das vergangene Geschäftsjahr den Jahresabschluß und den Lagebericht aufstellen, der detailliert alle Aspekte enthält über

- Steuern
- Buchhaltung
- Währungen
- Budget
- Vorschläge zur Verteilung der "nicht vermeidbaren Kosten"

Die Geschäftsführung hat den Jahresabschluß und den Lagebericht unverzüglich nach dessen Eingang der Mitgliederversammlung vorzulegen.

Gewinn und Verlust sollen aufgeteilt werden zu gleichen Teilen oder entsprechend den von der Mitgliederversammlung frühzeitig festgelegten Anteilen.

In der ordentlichen Mitgliederversammlung beschließen die Mitglieder über die Festlegung des Jahresabschlusses und über die Aufteilung der Gewinne aus den Tätigkeiten der Vereinigung im Sinne des Art. 21 der EWG-Verordnung Nr. 2137/85.

§ 15
Zusammenarbeit

Die Vereinigung ist offen für assoziierte Mitglieder aus Nicht-EU-Ländern, deren Rechte und Pflichten von den Mitgliedern der Mitgliederversammlung bestimmt werden.

§ 16
Auflösung der Vereinigung

Die Vereinigung kann durch einstimmigen Beschluß ihrer Mitglieder aufgelöst werden.

Die Liquidation der Vereinigung erfolgt durch die Geschäftsführung, es sei denn, daß sie durch Beschluß der Mitgliederversammlung anderen Personen übertragen wird.

§ 17
Geschäftssprache der Vereinigung
und Niederschriften der Versammlungen

Sämtliche Verträge, sowie die Korrespondenz werden in englischer Sprache angefertigt. Wichtige Dokumente bedürfen einer Übersetzung durch öffentlich bestellte Übersetzer.

§ 18
Bekanntmachungen

Die Bekanntmachung der Vereinigung erfolgt im Bundesanzeiger sowie entsprechend Art. 39 der EWG-Verordnung Nr. 2137/85.

§ 19
Gerichtsstand und übergeordnetes Gericht

Gerichtsstand ist in Hannover.
Es ist das innerstaatliche Recht der Bundesrepublik Deutschland sowie das geltende europäische Recht anzuwenden.

§ 20
Schiedsklausel

Über alle Streitigkeiten, die sich aus diesem Gesellschaftsverhältnis ergeben, sowohl zwischen der Gesellschaft und Gesellschaftern, als auch zwischen Gesellschaftern untereinander, entscheidet unter Ausschluß des ordentlichen Rechtweges ein Schiedsgericht. Das Schiedsgericht besteht grundsätzlich aus einem, auf Antrag einer Partei aus drei Schiedsrichtern. Die Schiedsrichter sollen fallbezogene Sachkunde haben. Werden drei Schiedsrichter bestellt, sollen sie sich mit ihren Erfahrungen ergänzen. Ein Schiedsrichter muß die Befähigung zum Richteramt haben.

Die betreibende Partei hat der Gegenpartei den Streitgegenstand schriftlich darzulegen und sie aufzufordern, mit ihr innerhalb von 2 Wochen in Verhandlung über die gemeinsame Bestellung eines Schiedsrichters (oder, falls von einer Seite bereits beantragt, der drei Schiedsrichter) einzutreten. Kommt eine Einigung über den bzw. die Schiedsrichter nicht innerhalb weiterer 2 Wochen zustande, kann jede Partei seine bzw. ihre Bestellung durch den Präsidenten des Landgerichts in Hanover beantragen.

Besteht das Schiedsgericht aus drei Richtern, wählen sie aus ihrer Mitte den Obmann.

Anhang Nr. 1

EUROGROUP CONSULT EWIV
Babtie-Haas-Regioplan-VAB Engineers & Planners

Ethische Grundsätze

Die Mitglieder der Eurogroup Consult erklären, daß

1. die Mitgliedschaft in der Eurogroup Consult europäischen Gesellschaften offen steht.

2. die Mitglieder wirtschaftlich und politisch unabhängig bleiben, jedoch dürfen Anteile (Aktien usw.) ~~von Mitgliedern~~ von anderen Mitgliedern der Vereinigung erworben und veräußert werden.

3. im Falle der Entwicklung wirtschaftlicher Aktivitäten eines Mitgliedes der Vereinigung in dem Land eines anderen Mitgliedes letzteres über diesen Tatbestand frühzeitig informiert wird, sodaß es eine Beteiligung an dem beabsichtigten Projekt in Erwägung ziehen kann.

4. die Eurogroup Consult auf der Grundlage gegenseitigen Vertrauens ihrer Mitglieder gegründet wurde. Diesem Grundsatz soll auch erste Priorität bei zukünftigen Joint-Ventures/Zusammenarbeiten eingeräumt werden.

5. im Falle, daß sich ein Mitglied durch ein anderes Mitglied falsch und/oder zu seinem Nachteil behandelt fühlt, es das Recht auf Einberufung der Mitgliederversammlung hat,um die Lage bzw. das Mißverständnis zu klären. Der Fall soll vorgetragen und diskutiert werden, eine Lösung soll im Laufe dieser Versammlung gefunden werden.

Die Übereinstimmung dieser Abschrift mit der mir vorliegenden Urschrift beglaubige ich.

Hannover, den 1.6.1995

Notar

Translated from German

CERTIFIED A TRUE [illegible].

[illegible] [illegible] ALEXANDER COWIE
NOTARY PUBLIC, GLASGOW.

Deed

of the Notary

Willy Schäfers

in Hanover

No. 538 of the Deed Roll for 1995

Certified Copy

Heard

in Hanover, May 9, 1995

Before Willy Schäfers, the undersigned notary, appeared today at his offices in Hanover

1. for the company Babtie Group Ltd, 95 Bothwell Street, Glasgow G27HX, U.K.: Mr David James Banks, born 09.02.1937

2. for the company Regioplan GmbH, Gretherstr. 46, 79539 Lörrach, Germany: Mr Matthias Rapp, born 21.01.1944

3. for the company VAB Arkitekter + Ingenjörer AB, Mariehemsvägen 6, Box 6540 S-90612 Umeå, Sweden: Mr Kjell Allan Jonsson, born 10.12.1949

4. for the company Ingenieur-Consult Haas & Partner GmbH, Brüderstr. 5, 30159 Hannover, Germany: their director Mr Otmar Haas who has sole power of representation.

The persons appearing 1) to 4) are not personally known to the notary and therefore submitted as proof of identification

1. Passport for Great Britain and Northern Ireland No. 017948511 issued by the United Kingdom Passport Agency, 19.04.1995

2. Identity Card for Switzerland No. A 4577587 issued by the Residents' Registration Office, Muttenz, 23.04.1985

3. Passport for Sweden No. 21 614640, issued by Polismyndigheten I, Umeå, 04.02.1992

4. Identity Card of the Federal Republic of Germany No. 1546049304 issued by the Municipality of Ronnenberg, 30.11.1988

The notary hereby affirms with reference to the certified extracts from the registers presented to him that

a) the company Babtie Group Ltd, 95 Bothwell Street, Glasgow G27HX, U.K. is represented by the person appearing 1)

b) the company Regioplan GmbH, Gretherstr. 46, 79539 Lörrach, Germany is represented by the person appearing 2)

c) the company VAB Arkitekter + Ingenjörer AB, Mariehemsvägen 6, Box 6540 S-90612 Umeå, Sweden is represented by the person appearing 3)

as their respective authorized representatives having sole power of representation.

Moreover the notary has inquired at the Commercial Register, Hanover, and has found that the person appearing 4) Mr Otmar Haas is director having sole power of representation of the company Ingenieur-Consult Haas & Partner GmbH, Hanover.

The persons appearing for the parties 1) and 3) speak English and are, to the notary's belief, not sufficiently acquainted with the German language. The notary therefore called in the sworn interpreter Ms Jutta Rüping, resident Homemannweg 10, 30167 Hannover who submitted as proof of identification her Identity Card no. 6466864929, issued by the Municipality of Heidelberg, to act as interpreter, no reasons for exclusion being known. Ms Rüping declared to be a sworn interpreter.

The persons appearing then declared that they made the following declarations not on their own behalf but on behalf of the companies they represent.

The persons appearing then asked the notary for authentication of a

Foundation Contract

and declared:

1. The companies represented by us - Babtie Group Ltd.; Regioplan GmbH; VAB Arkitekter + Ingenjörer AB and Ingenieur-Consult Haas & Partner GmbH - hereby found a European Economic Interest Group and conclude the Contract of Association a copy of which is attached.

2. As directors are appointed the persons appearing 1), 2) and 3) as well as Mr Dirk Maus, Gutsstraße 20, 30890 Barsinghausen.

3. We hereby authorize

   1. Ms Ingrid Riemenschneider, senior clerk
   2. Ms Susanne Anderscheck, solicitor's assistant

both working Johannssenstr. 2-3, 30159 Hannover - each of them individually - to amend or modify the Foundation Contract unpon instruction of all members and to make all declarations necessary for the entry of the Association in the Register. They shall be exempt from the limitations laid down in Article 181 BGB. All declarations by the authorized persons shall be made in the presence of the recording notary. This authorization is unlimited towards third parties.

The authorization expires as soon as the Association is entered in the Register.

This written record and the schedules were read out in German to the persons appearing in the presence of the notary. They were then translated into English by the interpreter. The notary informed the persons appearing 1) and 3) that they may require a written translation. The persons concerned said, however, that they dispensed with a written translation. This record was then read out to the persons appearing, was approved by the parties and was signed in person by the parties, the interpreter and the notary as follows:

(*signatures*)

End of Translation

Translation certified correct:

Hanover, 23.05.1995 Jutta Rüping

allgemein beeidigte Dolmetscherin / Übersetzerin
Jutta Rüping
Diplom-Dolmetscherin
Hornemannweg 10
30167 Hannover
für die Gerichte und Notare des Landgerichtsbezirks Hannover

Translated from German

X 120
Rec 11/2/95

Foundation Contract

§1
Name and Residence of the Association

In Germany, the Association is named

EUROGROUP CONSULT EWIV Babtie-Haas-Regioplan-VAB Engineers & Planners

Residence is in Hanover.

Outside Germany, the Association is named

EUROGROUP CONSULT EEIG

§ 2
Financial Year

The financial year of the Association corresponds with the calendar year. The first financial year ends on 31/12/95.

§ 3
Object of the Association

An alliance of legally independent consulting companies with the aim of improving the quality and competitiveness of their services and to increase their multi-lateral cooperation abroad, especially within Europe and overseas.

The Association will be a marketing organisation with the objective of bringing services/contracts to its Members.

The cooperation is based on the "Ethical Rules of Conduct" (see Attachment No. 1) which are part of this Foundation Contract and must be respected by all companies involved.

[redacted]

§ 4
Branch Offices

It is intended that the Association has branch offices in the country of each Member. The registration of the branch offices at the responsible court will be done by each Member.

§ 5
Members of the Association

The initial Members of the Association are

- ***Babtie Group Ltd,***
  95 Bothwell Street,
  Glasgow G27HX, U.K.

  Tel.: ++44 - 141 - 204 2511

  Registration No. 141100

- ***Regioplan GmbH,***
  Gretherstr. 46,
  79539 Lörrach, Germany

  Tel:. ++49 - 7621 - 8518

  Registration No. HRB 1885

- ***VAB Arkitekter + Ingenjörer AB,***
  Mariehemsvägen 6, Box 6540
  S-90612 Umeå, Sweden

  Tel.: ++46 - 90 - 103000

  Registration No. 556359-6542

- ***Ingenieur-Consult Haas & Partner GmbH,***
  Brüderstr. 5,
  30159 Hannover, Germany

  Tel.: ++49 - 511 - 9117-0

  Registration No. HRB 8400

Each Member has the freedom to leave the Association at any time by giving not less than 3 months notice to the other Members, but the Member leaving is held responsible for its share of the Association's liabilities and commitments incurred until the date of cessation of membership.

Any Member may be removed by the unanimous decision of all of the other Members, and the Member being removed shall be responsible for its share of the Association's liabilities and commitments incurred until the date of cessation of membership.

§ 6
Duration of the Association

The Association is set up for an indefinite period.

§ 7
Official Bodies of the Association

The Official Bodies of the Association are

- the General Meeting in accordance with Article 16 of the EEC regulation no. 2137/85 and the Management Board. The Association may have other operating groups to be established at the General Meeting.

§ 8
General Meeting

The regular General Meeting decides especially on

- the Annual Plan (operational and economic plan),
- the setting of a date for the Annual Financial Statement,
- the approval of the Management Board and its powers and responsibilities,
- all other points not to be decided by other bodies.

All actions to be taken by the Association will require the approval by the Members in the General Meeting.

For a General Meeting to have a quorum, the presence of authorized representatives from more than half of the Members is necessary.

§ 9
Summoning of the General Meeting

In the first six months of each financial year a regular General Meeting is to take place, moreover the General Meeting will be summoned if and when the need arises.

The General Meeting must be summoned if one Member requires it by citing items for the agenda.

The General Meeting is summoned by the Management Board. The summoning must be done in writing within a time limit of three weeks (minimum advance notice) announcing place and time, agenda and the transmission of necessary documents. Announcements of changes or amendments of the agenda must reach the Members at least ten days before the meeting or a shorter time period with the unanimous agreement of the Members.

In important cases, with the unanimous agreement of the Members, the Chairman of the General Meeting can reduce the time limit of summoning.

The General Meeting can be held at any place.

The Members appoint the Chairman.

Minutes are to be made of the General Meeting, in which place and time of the meeting, the names of the participants, the line of discussion, the wording of proposals and decisions as well as the results of votes are to be reported.

Minutes will be approved at the following meeting. Objections to important points shall be announced to all Members within 3 weeks of receipt of the minutes.

§ 10
Representation in the General Meeting

Every Member shall send an authorized person as its representative.

§ 11
Decisions of the General Meeting

Every Member has one vote.

All decisions can only be passed unanimously.

Votes may be in writing if it is not possible to summon or to attend a General Meeting.

The Members of the Management Board take part at the General Meeting with the object to give an account of the Management, unless the Chairman of the General Meeting decides otherwise.

§ 12
Management Board and Its Representatives

The Association has one or several Directors.

The Association is represented towards third parties by one or several Directors. If only one registered Director exists, he is always sole legitimate representative. If several Directors exist, the Association is always represented by two Directors. Even if there are several Directors, one or several can obtain the right of sole representation.

The Directors are appointed by the General Meeting. The General Meeting decides the period of appointment. Repeated appointments are admissible. The General Meeting can at any time revoke the appointment, irrespective of possible claims of compensation emerging from existing contracts.

The conditions for the appointment and the dismissal of each Director as well as the regulation of their authority will be decided in the General Meeting.

§ 13
Duties of the Management Board

The Management Board does business in accordance with legal provisions, the Foundation Contract of the Association and the resolutions of the General Meeting.

§ 14
Annual Financial Statement and Report

In the first five months of the financial year the Management Board is to draw up the Annual Financial Statement and Report for the previous year. The report should include in detail the different aspects of the following items:

- taxation
- bookkeeping
- currency
- budget
- proposals on the settlement of "unavoidable costs"

The Management Board must immediately present the Annual Financial Statement and the Report to the General Meeting after receipt.

All profits and losses shall be either shared equally or in accordance with proportions agreed beforehand at a General Meeting.

In the regular General Meeting the Members will pass the Annual Financial Statement and decide on the share of profits resulting from the activities of the Association in accordance with Article 21 of the EEC regulation No. 2137/85.

§ 15
Cooperation

The Association can have associated Members in non EU countries having such rights and powers as the Members shall agree at a General Meeting.

§ 16
Liquidation of the Association

The Association can be liquidated by a unanimous resolution of its Members.

The liquidation of the Association is carried out by the Management Board, unless it is handed over to other persons by a decision of the General Meeting.

§ 17
Ruling Language of the Association

All contracts, correspondence and minutes of meetings are to be drawn up in the English language. Important documents need an authorised translation.

§ 18
Announcements

The announcements of the Association are published in the "Bundesanzeiger"/ "Governmental Publications" and in accordance with Article 39 of the EEC regulation no. 2137/85.

§ 19
Place of Jurisdiction and Higher Court

Place of jurisdiction is Hanover.

The national law of the Federal Republic of Germany and European law in force is applicable.

§ 20
Arbitration Clause

All disputes, which emerge out of this Association, both between the Association and its Associates, as well as between the individual Associates, will be decided without the involvement of an orderly Court of Law by an Arbitration Court. The Arbitration Court will basically consist of one Arbitrator, or upon request from one of the Parties involved, of three Arbitrators. The Arbitrators should have expert knowledge relating to the case. If three Arbitrators are requested, they should complement each other in respect of their experience. One Arbitrator must be a qualified Judge of Law.

The pursuing Party should present the opposite Party with the matter of dispute in writing and request them to enter negotiations within 2 weeks in order to select a joint Arbitrator (or, three Arbitrators, if proposed by one of the Parties). If an agreement over the choice of Arbitrator(s) is not reached within another 2 weeks, each Party can place their application through the President of the District Court in Hanover, Federal Republic of Germany.

If the Arbitration Court consists of three Arbitrators, they are to elect one of them as Chairman.

End of translation

Translation certified correct

Hannover, 23.05.1995 Jutta Rüping

allgemein beeidigte Dolmetscherin / Übersetzerin für die Gerichte und Notare des Landgerichtsbezirks Hannover
Jutta Rüping
Diplom-Dolmetscherin
Hornemannweg 10
30167 Hannover

Attachment No. 1

EUROGROUP CONSULT EWIV
Babtie-Haas-Regioplan-VAB Engineers & Planners

Ethical Rules of Conduct

The Members of Eurogroup Consult declare that:

1. Membership of Eurogroup Consult is open to other European companies.

2. The Members will remain economically and politically independent, however, shares may be bought/sold amongst each other.

3. If a Member of the Association intends to take up any activities in another Member's country the respective local company should be notified well in advance so that they can consider their part in the project envisaged.

4. Eurogroup Consult is formed and based upon mutual trust and confidence between the Members. This trust and confidence should be given first priority for future Joint-Ventures/Cooperations.

5. If a Member has reason to believe that his company is being wronged by another Member in any way it has the right to demand a General Meeting of all Members in order to clarify the situation/misunderstanding. The case should be brought forward, discussed and a solution found during this meeting.

eurogrou\ethrul_b

End of translation

Translation certified correct

Hannover, 23.05.1995

Jutta Rüping
Diplom-Dolmetscherin

[redacted]

Translated from German

I hereby certify that this is a true copy of the original submitted.

Hanover, 12.05.1995

(*signature*)

Notary

End of translation

Translation certified correct

Hanover, 23.05.1995 Jutta Rüping

allgemein beeidigte Dolmetscherin / Übersetzerin
Jutta Rüping
Diplom-Dolmetscherin
Hornemannweg 10
30167 Hannover
für die Gerichte und Notare des Landgerichtsbezirks Hannover

CERTIFICATE OF REGISTRATION OF AN EUROPEAN ECONOMIC INTEREST GROUPING

No. GS000005

I hereby certify that

SURGE (EUROPE) EUROPEAN ECONOMIC INTEREST GROUPING

whose official address is in Great Britain,
is this day registered.

Given at Companies House, Edinburgh,
the 7th October 1998

Registrar of Companies

FILE COPY

Companies House
— *for the record* —

[redacted]

EUROPEAN ECONOMIC INTEREST GROUPING FORM No. 1

EEIG1

Statement of name, official address, members, objects and duration for EEIG whose official address is in Great Britain

Please do not write in this margin

Pursuant to Articles 5, 6, 7 and 39 of Council Regulation (EEC) No. 2137/85 and Regulation 8 of the European Economic Interest Grouping Regulations 1989

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

To the Registrar of Companies (address overleaf)

For official use: es 5

Name of grouping

* insert full name of grouping

* SURGE (EUROPE) EUROPEAN ECONOMIC INTEREST GROUPING

The official address of the grouping is as stated below

18 VIEWFIELD TERRACE
DUNFERMLINE
FIFE SCOTLAND

Postcode: KY12 7HZ

ø delete if inappropriate

1. The contract establishing the above named grouping [~~and that contract not being written in English, a certified translation of it~~][is]~~[are]~~ delivered for registration.
2. The name(s) (include business name if different) and particulars of the members of the grouping are as follows:

§ insert "natural person" if an individual, "legal person" if a body corporate or "partnership" as appropriate

† Business address or registered office address as appropriate

Name	FOCUSSED SALES DEVELOPMENT ALLIANCE (FSDA) LIMITED
Registered Number and Place of Registration (if any)	SC156185 (SCOTLAND)
Legal Form§	LEGAL PERSON (PRIVATE LIMITED COMPANY)
Address†	18 VIEWFIELD TERRACE DUNFERMLINE FIFE SCOTLAND
Postcode	KY12 7HZ

Name	LES ARGONAUTES SARL
Registered Number and Place of Registration (if any)	B 397 658 295 PARIS, FRANCE
Legal Form§	LEGAL PERSON (SOCIETE ANONYME A RESPONSABILITE LIMITEE)
Address†	3bis CITE D'HAUTEVILLE PARIS FRANCE
Postcode	F-75010

Particulars of further members should be given on the prescribed continuation sheet see sheet 1

PLEASE TURN OVER

Presentor's name address telephone number and reference (if any):

For official Use

Post room

EUROPEAN ECONOMIC INTEREST GROUPING FORMS Nos 1 and 2 (cont)

Statement of members (continuation)

Continuation sheet No 1
to Form No EEIG [1][2]†

† Delete as appropriate

Name of grouping

* SURGE (EUROPE) EEIG

Name CTI BUSINESS SYSTEMS LIMITED	
Registered Number and Place of Registration (if any) 359 4440 (ENGLAND)	
Legal Form LEGAL PERSON (PRIVATE LIMITED COMPANY)	
Address HAWTHORN HOUSE, 19 HAWTHORN DRIVE	
St. PETERS PARK	
BRACKLEY NORTHANTS ENGLAND	Postcode NN13 6PA

Name	
Registered Number and Place of Registration (if any)	
Legal Form	
Address	
	Postcode

Name	
Registered Number and Place of Registration (if any)	
Legal Form	
Address	
	Postcode

EUROPEAN ECONOMIC INTEREST GROUPING FORM No. 7

EEIG3

Notice of manager's particulars, and of termination of appointment where the official address of the EEIG is in Great Britain

Please do not write in this margin

Pursuant to Article 7(d) of Council Regulation (EEC) No. 2137/85 and Regulations 5 and 13(1)(a) of the European Economic Interest Grouping Regulations 1989

To the Registrar of Companies (address overleaf)

Grouping number

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

* insert full name of grouping

ø specify the change (including termination of an appointment) and date thereof and if this consists of the appointment of a manager complete the box below.

Name of grouping

* SURGE (EUROPE) EUROPEAN ECONOMIC INTEREST GROUPING

notifies you of the following details (see note 1 overleaf):

ø APPOINTMENT OF MANAGER

Particulars of manager (note 2 overleaf)

Name (note 3) Dr. GEORGE DUNCAN			Business occupation MANAGING DIRECTOR
Previous name(s)			Nationality BRITISH
Address (note 4) 7 ALLEE DES HETRES			
BOUFFEMONT			Date of birth
FRANCE	Postcode	F-95570	12th AUGUST 1956

1 delete as appropriate

I consent to act singly/~~jointly~~† as manager of the grouping named above

Signature [signature] Date 14 SEPTEMBER 1998

If the grouping has more than one manager does the manager have the power to bind the grouping acting singly? YES/NO†

If NO please specify the conditions under which managers can bind the grouping:

Signature [signature] ~~[Member]~~[Manager]† Date 14 SEPTEMBER 1998

Presentor's name address, telephone number and reference (if any):

For official Use

Post room

COMPANIES HOUSE

CONTRACT OF FORMATION
FOR
SURGE (EUROPE) EUROPEAN ECONOMIC INTEREST GROUPING

Contract of Formation for the establishment of an European Economic Interest Grouping (EEIG)

This Contract contains 12 pages

Preamble

The purpose of this document is to serve as a contract of formation between

Focussed Sales Development Alliance (FSDA) *Company Limited,*

Les Argonautes *Société Anonyme à Responsibilité Limitée*

CTI Business Systems *Company Limited*

together with other as yet unidentified natural persons or bodies corporate collectively refered to hereinafter as **"the Members"**, for the establishment of an European Economic Interest Grouping, refered to hereinafter as **"the EEIG"**, for the promotion and provision of services relative to the technology and business of applications and systems which employ embedded electronic microcomponents and software, hereinafter refered to as **"Embedded Systems"**, developed, supplied or used by industrial and government organisations, hereinafter refered collectively refered to as **"the Clients"**.

Section A Members - Form - Object - Name - Official Address - Duration

1. Members Establishing and Signatories to the Contract of Formation

The organisations and their legal representatives as detailed hereunder:

Focussed Sales Development Alliance, incorporated and registered in the United Kingdom (Scotland) as a Private Limited Company, Registration No. SC156185, registered office: 18 Viewfield Terrace, Dunfermline, Fife, SCOTLAND KY12 7HZ, represented by Dr. George DUNCAN, Managing Director

Les Argonautes, incorporated and registered in the Republic of France, as a Société Anonyme à Responsabilité Limité (private limited company), Registration No. B397 658 295 with the Registre de Commerces et des Sociétés, Paris, France, registered office: 3bis Cité d'Hauteville, 75010 Paris, FRANCE,
represented by Mr. Alain ASSOULINE, Gérant

CTI Business Systems, incorporated and registered in the United Kingdom (England) as a Private Limited Company, Registration No. 359 4440,
registered office: Hawthorn House, 19 Hawthorn Drive, St. Peters Park, Brackley, Northants, ENGLAND NN13 6PA,
represented by Mr. George DUNLOP, Managing Director

have agreed to the establishment of an European Economic Interest Group according to the definitions and conditions as set forth in Sections A to H of the present contract.

2. Form

The Members signatories to this contract of formation and any bodies corporate or natural persons who in future time are admitted to the EEIG agree to the establishment of a European Economic Interest Grouping as defined and regulated by the Council of the European Communities Regulation No. 2137/85 of 25th July 1985 in addition to all relevant sections of the Companies Act, the Finance Act and Statutory Instruments currently in force and applicable to Scotland.

3. Object

The EEIG is formed with the Object of facilitating, developing and enhancing the economic activities of its Members and Clients.

The Object is met by the provision of services by the Members of the EEIG to each other and to the Clients. The services include but are not restricted to:

- provision and management of an inter-industry meeting forum, for the purpose of assisting Clients in the development of new business contacts and the identification of new sources of pre-developed Embedded Systems
- provision of a marketing platform and all associated services to assist the Clients with the identification and development of new business opportunities
- gathering, analysis and provision of information on emerging opportunities and issues affecting Embedded Systems markets and technology
- observatory on topics, sources and opportunities in Embedded Systems acquisition by transfer from one applications' domain or industry to another
- provision of any of the Members' own services to the Clients
- management services in support of priority actions for industry, such as working groups and representation to standards organisations
- services in support of the preparation and performance of transnational collaborative projects and business
- provision of information and access to information resource using a variety of communications media

The EEIG may undertake all operations relative to the acquisition and disposal of assets including conclusion of transactions for acquiring access to capital assets *always provided that said operations and transactions are executed with the full* knowledge of all Members and to the extent permitted by the national and European laws and regulations governing the present contract.

4. Name

The present document establishes the name of the EEIG as: **SURGE (EUROPE)**

In all acts and documents issued by the EEIG and destined for reception by third parties, said name must be preceded or followed by the words "European Economic Interest Grouping" or by the abbreviated form "EEIG" and such other details as are required according to the national and European laws and regulations governing the present contract.

5. Official Address

The official address of the EEIG is established at:
18 Viewfield Terrace, Dunfermline, Fife KY12 7HZ SCOTLAND, United Kingdom

The official address may be transfered to any other location within the European Union. Preparative procedures for transfer will be initiated by unanimous decision of the Members reached according to the conditions set forth in Article 24 of the present contract.

Said procedures will consist of the gathering of all statutory requirements and information relevant to current and prospective host countries in respect of financial, company and tax legislation and domiciliary costs likely to affect the positive or negative balance of the current account of the EEIG and Members' liabilities. Information gathered via the preparatory procedures will be summarised and distributed to all Members.

The final decision to effect transfer will require a further unanimous vote of Members and which will take place no sooner than two months from the date of the vote which initiated preparative procedures or two weeks from the date on which all pertinent information was distributed to Members, whichever is the later.

6. Duration

The duration of the EEIG is established as thirty (30) years counting from the date of registration as notified by the competent national authorities, save in the case of suspension of the activities or dissolution of the EEIG.

Section B Nature and Distribution of Shares among the Members

7. Nature and Distribution of Shares among the Members

The EEIG is formed without capital.

However, apportionment of the rights and obligations of the Members will be based on the attribution of shares which bear no nominal monetary value and which are calculated annually at the end of each accounting period of the EEIG or on its dissolution or suspension of its activities or on receipt of notice of resignation or exclusion of any Member according to the following formula:

Shares apportioned to any Member

$$= 100.0 \times \frac{\text{income received during the share attribution accounting period by said Member in consideration of services rendered to Clients or to other Members via contracts established via the EEIG}}{\text{total income received by all Members via contracts established via the EEIG during the share attribution accounting period}}$$

That is, apportionment of shares to a Member is expressed as a percentage rounded to the first decimal place.

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In cases where no income is received via the EEIG by all Members during the share attribution accounting period all Members will be attributed equal shares.

The rights and obligations of each Member will be in direct proportion to the number of shares held by said Member.

The number of shares attributed to a given Member as calculated according to the formula given hereabove determines the number of votes at the disposal of said Member as well as apportionment of the annual current account deficit or credit or of any funds remaining in credit or required to repay creditors on liquidation of the EEIG.

Section C Rights and Obligations of Members of the EEIG - Admission - Resignation - Withdrawal - Required Notice - Exclusion

8. Rights and Obligations of Members of the EEIG

The Members of the EEIG enjoy the rights and are subject to the obligations set forth within the present contract.

Notably, said rights and obligations attach to the positive or negative operating results or balance of accounts on liquidation as notified to the Assembly of Members of the EEIG as calculated at the end of each share attribution accounting period and apportioned according to Article 7 hereabove.

Members participate in the taking of decisions according to the conditions set forth in Section F of the present contract.

Any Member of the EEIG may purchase services from other Members via the EEIG for any and all operations falling within the Object as given in Article 3.

The Members are held to contribute to the provisional or actual operating costs of the EEIG in response to a call for funds issued by the EEIG management, and with apportionment of funds required according to Article 7 hereabove or apportioned in any manner as determined by vote of all Members on a majority of two-thirds of votes cast.

Each Member is held to be indefinitely and jointly liable for all debts incurred by the EEIG or remaining outstanding during the period of Membership. Any Member admitted to the EEIG may be exonerated of liability for outstanding debts created prior to said Member's date of admission on condition that said exoneration is unanimously approved by the Members and is subsequently written in the contract of admission.

Members are held jointly liable for the debts of the EEIG with apportionment as defined in Article 7 hereabove.

A Member of the EEIG may not be pursued for payment by another Member or by EEIG management until one calendar month has elapsed after notification of request for payment served by post registered with recorded receipt of delivery.

Members may withdraw or be excluded from the EEIG according to the conditions set forth in Articles 10 and 11 hereunder.

9. Admission of new Members

The EEIG may admit a new Member, on condition that the prospective Member is economically active in an area which falls within the scope of the Object of the EEIG as set forth in Article 3 hereabove and fulfils the conditions provided for by all relevant national and European regulations.

The admission of a prospective Member can only be obtained by unanimous approval of the Members. Admission may be subordinate to payment of an entry fee by the prospective Member and whose level is fixed by collective decision of the Members.

Save in the case of a decision taken a priori by the Members, any new Member becomes automatically jointly liable with all existing Members for debts of the EEIG which may exist at the moment of admission.

10. Resignation, Withdrawal and Required Notice

Any Member may resign at any time from the EEIG subject to the unanimous agreement of all remaining Members and on condition of having fulfilled all obligations and provided notice in advance of resignation of at least two months to the EEIG management served by post registered with recorded receipt of delivery.

Any Member of the EEIG may resign at any time for just cause with no obligation to a priori obtain the agreement of other Members on condition that the EEIG management is provided with notice in advance of resignation of at least two months served by post registered with recorded receipt of delivery stating the just cause for resignation. Just cause for resignation encompasses: refusal by other Members to authorise the partial or total transfer of apportioned share to another Member or to a third party who a priori has agreed to such transfer, as well as the recognition of a serious financial situation arising within the accounts of either the EEIG or of the resigning Member.

Any Member who resigns remains indefinitely and jointly liable for debts outstanding or created prior to the effective date of deletion of a Member as notified by the relevant national EEIG registration authority. Members remaining within the EEIG are jointly liable for the financial coverage of all debts created after said effective date of deletion.

Any Member who resigns has the right to recover funds from the EEIG current account as calculated by the apportionment and attribution of shares on receipt of said Member's notice of resignation net of any statutory financial obligations and actual or provisional pro rata temporis EEIG operating costs likewise apportioned.

Non-cash assets of the EEIG and to which said Member has contributed finance in their acquisition will be assessed for their residual value by the common agreement of Members or by an expert assessor appointed by the EEIG management at the soonest opportunity after receipt of notice of resignation.

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Payment of residual asset value in proportion to said Member's financial contribution to acquiral of the asset will be effected without accrual of interest within two months of disposal of the asset or by acquiral of said Member's proportion of the residual value by any or several of the Members remaining.

Any amounts outstanding and due to the EEIG properly apportioned to said Member will be paid by same without accrual of interest within two months of the effective date of deletion.

In the case where any payment due to a Member having resigned may place the current account of the EEIG in deficit a payment schedule will be proposed with interest on the outstanding principle accruing interest at the legal rate applicable in the country of registration.

11. Exclusion

The exclusion of a Member from the EEIG may occur for any of the following reasons:

a) if the Member does not fulfil obligations within one month of notice to so do issued by the EEIG management and served by post registered with recorded receipt of delivery.

b) if the Member troubles or threatens to trouble or is reasonably perceived by at least two-thirds of the other Members as likely to seriously compromise the ability of the EEIG to pursue its Object

c) if any Member is acquired by, fused or merged with an organisation or body corporate, is split and sold in whole or part by other organisations or bodies corporate, and where a two-thirds majority of the other Members express their opposition to maintenance of the successor(s) of said Member within the EEIG.

d) capital restructuring, modifications to shareholdings or changes in corporate management and where a two-thirds majority of the other Members express their opposition to the maintenance of th[illegible]mber within the EEIG.

e) declaration of impending or actual [illegible]ruptcy or appointment of liquidators in the case of a [illegible]rporate

Each Memb[illegible] to notify the EEIG management of any intended change in legal, corpor[illegible]areholding structure in the sense of points c) and d) hereabove, as well as any decisions by the judicial authorities relative to point e).

Any Member excluded remains bound by the same obligations and conditions pertaining to a resigning Member as set forth in Article 10 hereabove.

If any Member is excluded as a result of non-fulfilment of obligations and commitments to the EEIG said Member will be held to indemnify the EEIG against any resulting prejudice and damages. The indemnification will be deductible against any amounts due to be paid to said Member from the EEIG current account or from disposal of assets.

Any Member may be excluded as a result of a decision issued by a competent tribunal delivering judgement on a request jointly submitted by a majority of [illegible] least two-thirds of the other Members.

../..

The Member once excluded must without delay remove any mention of and reference to the EEIG from all documents issued to third parties.

Section D Administration and Management - Powers

12. Nomination of Management and Revocation of Function

The management of the EEIG is undertaken by one or several managers and who may be natural persons or bodies corporate and who may or may not be Members.

The EEIG management is nominated by simple majority vote of the Members, and is chosen obligatorily from the candidates proposed by Members.

A body corporate appointed to a management position must designate a natural person as its permanent EEIG management representative and who assumes the same legal responsibilities as though appointed manager as a natural person.

The EEIG management is appointed for a period of two years renewable. Any given management position may be revoked by simple majority decision of EEIG Members.

13. Powers of EEIG Management

In its relationships with third parties the EEIG management engages the liability of the EEIG for all acts and deeds falling within the scope of the Object of the EEIG.

In respect of relationships between the Members, the management is empowered to take action in all matters and circumstances on behalf of the EEIG. The management exercises its powers to the extent of the Object of the EEIG and within the financial limits imposed by the annual operating budget subject to national and European laws and regulations from time-to-time in force and to any subsequent amendments to the present contract decided by unanimous vote of the Members.

Section E Sources of Income - Auditing and Preparation of Accounts - Financial Year - Accounts - Distribution of Operating Result

14. Sources of Income of the EEIG

The sources of income of the EEIG are composed of:

a) a percentage of income derived from Members' contributions on sales of their own services to the Clients of the EEIG in consideration for savings in commercial effort.

b) subscription income paid directly by Clients ... the EEIG in consideration for access to services and activities organised, provided and managed by the EEIG

c) admission fees which may be requested of prospective Members

d) funding obtained from any national or European Community institution or programme

15. Auditing and Preparation of the Accounts

The preparation and auditing of the EEIG accounts is entrusted to one or several accountants whose qualifications are recognised in the country of registration of the EEIG and who are not permitted to be in the salaried employ of any Member nor of the EEIG management where the latter is provided by an independent third party.

The accountants are appointed and their appointment revoked by majority decision of the Members who fix the duration of appointment and approve all fees in the case of independent third-parties and annual remuneration in the case of employees of the EEIG.

The accountants prepare and certify the annual accounts as being a true and fair reflection of the status of end-of-year current account deficit or credit and balance statements. These documents in addition to the EEIG management report on operations are communicated by the EEIG management in good time to all Members prior to the Annual General Meeting.

The accountants have as their mission to verify all accountable inputs, outputs and values and accounting documents of the EEIG and to check the regularity and sincerity of the accounts. They may at any time carry out verification of accounts as may be required in satisfaction of national or European legislation or at such times as may be requested by the EEIG management or by simple majority vote of the Members.

16. Financial Year

The financial reporting period commences 1st January and ends 31st December of each year.

Exceptionally, the first reporting period will include the period from the date of registration of the EEIG until 31st December 1998.

17. Accounts of the EEIG

Accounts are kept regularly up-to-date in respect of the income and expenditure of the EEIG.

The report on operations for the financial year, assets and liabilities, annual accounts, and inventory are submitted by the EEIG management for approval at a General Assembly of Members designated as the Annual General Meeting to be held within six months of the end of the financial year after auditing and preparation by the accountants.

The accounts are drawn up and presented to conform with the requirements in force and usual accounting practice in the country of registration of the EEIG.

Any Member has the right once per year and at his expense to have an independent audit caried out of the EEIG accounts. Said Member must provide notice of at least one calendar month to the EEIG management of the intention to so do. Any such audit may not last more than eight working days and will be carried out at the place where the day-to-day accounts of the EEIG are usually held.

18. Distribution of Operating Result

The EEIG does not make profit for its own account. Therefore any net positive or negative operating result is attributed to Members and apportioned according to the formula set forth in Article 7 hereabove.

Section F General Assemblies - Voting Rights - Decisions Requiring Vote - Written Consultations - Decisions by Majority - Decisions Requiring Unanimity

19. General Assemblies

A General Assembly is convened by the EEIG management, either at its own initiative, or on the request of one or several of the Members. The Assembly can also be recommended by the accountants to the EEIG or by any person appointed with judicial responsibility on behalf of a Member.

In the case of liquidation of the EEIG, the General Assembly can be called by the liquidators.

The summons to attend the General Assembly are issued at least two calendar weeks prior to the date of the meeting. Where approval of the annual accounts is to be held the summons are sent by post registered, addressed to each natural person appointed as the legal representative of a Member. For all other General Assemblies notification may take place by the most convenient means of communication to Members.

The summons will state the meeting agenda. All documents necessary to provide Members with relevant information relative to items on the agenda will be distributed with the summons. The agenda is drawn up by the initiator of the General Assembly.

All Members participate in the General Assembly. Any Member may transfer his voting rights on any or all items and for any given Assembly to another Member.

In cases where the General Assembly is called by EEIG management, the meeting is chaired by same. If no common agreement can be found as to the most appropriate chairing manager, the responsibility of the chair will fall to the senior person by age within the EEIG management.

In cases where the General Assembly has not been called by EEIG management nor by a Member, the meeting is chaired by that person.

The Members appoint a secretary for the meeting who is responsible for taking minutes. The minutes contain notes on all deliberations, decisions reached, actions to be taken and responsibilities for execution, and are signed-off by the chairman and secretary to the meeting prior to distribution to all Members within one working week after the date of the meeting.

20. Voting Rights

Each Member has votes in exactly the same proportion as those determined by the attribution of shares as apportioned by the formula set forth in Article 7 hereabove.

21. Decisions Requiring Vote

All decision to be taken which exceed the powers given to EEIG management are taken by vote of the Members via General Assembly or via written consultations.

Voting via the General Assembly is obligatory for approval of the Annual Accounts, or on the request of any Member.

22. Written Consultations

Decisions requiring voting by Members can be taken via written consultation on the initiative of the EEIG management who must in such cases communicate all documents necessary to provide Members with relevant information and the text of all resolutions by post registered with recorded receipt of delivery.

23. Decisions by Majority

Decisions carried by simple majority comprise:

- the approval of the annual accounts
- the appointment and revocation of appointment of the EEIG management
- the appointment and revocation of appointment of accountants to the EEIG
- all other decisions not requiring unanimity

Decisions carried by a majority of at least two-thirds of votes comprise:

- temporary prorogation of the formula set forth in Article 7 hereabove and adoption of an interim apportionment of funds required to provide coverage of provisional or actual operating costs of the EEIG in response to a call for funds issued by the EEIG management,
- the exclusion of a Member

All decisions requiring majority are voted on by General Assembly or via written consultation.

24. Decisions Requiring Unanimity

Decisions carried by unanimous vote of the Members comprise:

- transfer of the official address of the EEIG from one member state of the European Union to another
- the transformation of the EEIG into any other legal form of organisation
- modifications to the Object of the EEIG
- the dissolution or suspension of activities of the EEIG

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- modification to the nature of majority or unanimous vote affecting decisions or to the formula attributing the number of votes allocated to Members
- the partial or total transfer of apportioned share from one Member to another Member or to a third party
- the admission of a prospective Member and the exoneration of said Member in respect of any debts of the EEIG outstanding at the time of admission
- acceptance of the resignation of any Member when there is no just cause, unanimity being required only amongst the other Members
- change of law governing the present contract of formation

All decisions requiring unanimity are voted on by General Assembly or via written consultation.

Section G Transformation - Dissolution - Liquidation

25. Transformation

The EEIG can be transformed into any other legal form compatible with nation[illegible] European legislation without the need to modify the Name as defined in A[illegible] hereabove.

The decision to effect a transformation is taken according to the conditions set forth in Article 24 hereabove.

26. Dissolution

The EEIG is dissolved

- by expiry of its duration as defined in Article 6 hereabove
- by extinction of its Object
- by decision of its Members according to the conditions set forth in Article 24 hereabove
- by order of the courts in the country of registration
- where all powers of the EEIG are in the hand of a single Member, or where the EEIG is left with only one Member

27. Liquidation

The EEIG is in liquidition from the instant of the decision to effect or from the moment when circumstances dictate its dissolution.

In all subsequent communications the Name must be followed by the qualifying phrase "Grouping in Liquidation". This qualifier as well as the names of the liquidators must appear on all letters, invoices, announcements acts and documents issued by the EEIG and destined for third parties.

Liquidators are appointed by the General Assembly or by order of the courts pronouncing the liquidation.

The functions of the EEIG management cease with the appointment of the liquidators.

The means and manner of liquidation are established by the liquidators.

After payment of sums due to all creditors of the EEIG from the current account, any positive balance remaining is distributed among the Members according to the formula set forth in Article 7. Where funds in the current account are insufficient the coverage of payments to creditors of the EEIG is apportioned according to the formula set forth in Article 7.

Section H - Arbitration and Governing Law

28. Arbitration and Governing Law

All disputes or differences between the Members arising out of or in connection with this contract or relevant to the Object of the EEIG and which cannot be settled amiably shall seek settlement by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under the terms of those Rules and held in the country the laws of which govern this contract.

In any arbitration in which there are three or more arbitrators the Chairman shall be of juridical education.

The language of arbitration shall be English.

Until otherwise decided according to the conditions set forth in Article 24 hereabove, this contract shall be governed by the laws of Scotland.

[ends text of contract]

For and on behalf of FSDA

Dr. George DUNCAN 14/9/98

Managing Director, FSDA Ltd.

For and on behalf of CTI Business Systems

Mr. George DUNLOP 14/9/98

Managing Director, CTI Business Systems Ltd.

For and on behalf of Les Argonautes

Mr. Alain ASSOULINE 14/9/98

Gérant, Les Argonautes sarl