



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number

142441

The Registrar of Companies for Scotland hereby certifies that

DATAVULT NORTHWEST LIMITED

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

Given at Companies House, Edinburgh, the

3 FEBRUARY 1993

J. HEIDENSTAM

Registrar of Companies



G

COMPANIES FORM No. 12

12

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

For official use

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Name of company

* DATAVAULT NORTHWEST LIMITED

* insert full
name of Company

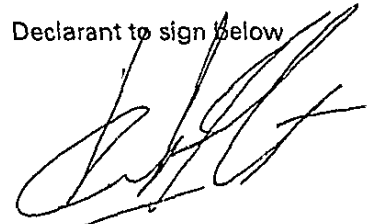
I, David Flint
of MacRoberts, Solicitors,
152 Bath Street,
Glasgow G2 4TB.

† 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(2)† and that all the requirements of the above Act 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
provisions of the Statutory Declarations Act 1835

Declared at 152 Bath Street,
Glasgow

Declarant to sign below



the 25th day of January
One thousand nine hundred and Ninety-three
before me 11/1/93 David Flint

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

COMPANIES HOUSE
28

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

MacRoberts,
Solicitors,
152 Bath Street,
Glasgow G2 4TB.
CP.DF.JA.DA691.013

For official Use

New Companies Section

Post room

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM

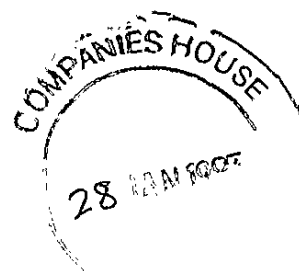
and

ARTICLES of ASSOCIATION

of

DATAVAULT NORTHWEST LIMITED

Incorporated

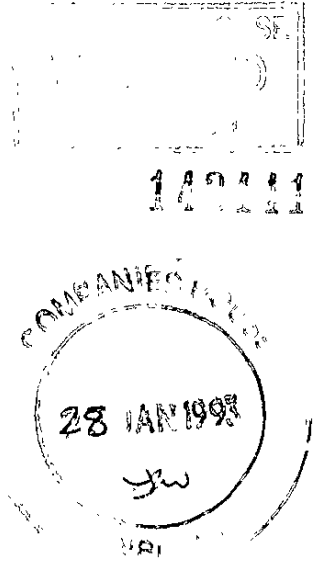


MACROBERTS,
Solicitors,
Glasgow.
DF/SC/DA691013
[CPYD:DATA59.MEM]

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION
of
DATAVAULT NORTHWEST LIMITED



- I. The name of the Company is Datavault Northwest Limited.
- II. The Registered Office of the Company will be situated in Scotland.
- III. The objects for which the Company is established are:-
- (1) to carry on the business of a Records Management Services Company and to provide a comprehensive range of Records Management Services including cataloguing, storage and retrieval facilities for Archival documents and magnetic media, to provide a consultancy and advisory service in relation to information technology, and to provide related office services.
 - (2) To carry on any other businesses which can be advantageously or conveniently carried on by the Company by way of extension of or in connection with the above or are calculated directly or indirectly to benefit the Company or to enhance the value of or render profitable any of the Company's property or rights.
 - (3) To acquire, erect, construct, lay down, enlarge, alter,

maintain, improve and from time to time renew, any docks, harbours, wharves, quays, railways, aerodromes, houses or other buildings, machinery, plant, roads and other works necessary or convenient for carrying on said trades and businesses and the purposes of the Company generally.

- (4) To apply for, purchase or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, privileges, concessions and licences, secret processes, trade marks, trade names, brands and copyrights and the like which may seem capable of being used for any of the purposes of the Company, and to use, exercise, develop, prolong and grant licences of the same.
- (5) To apply for or concur with others in applying for any Provisional Order, Act of Parliament, Licence of the Board of Trade or other authority for enabling the Company to carry out all or any of its objects or for any other purpose which may seem expedient, to subscribe to the expense of obtaining the same, and to oppose or subscribe to the expense of opposing any Provisional Order, Bill or any proceedings in Parliament or elsewhere which may seem directly or indirectly to affect prejudicially the Company's interests.
- (6) To purchase or otherwise acquire the whole or any part of

the undertaking, property or assets of any company or person carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company, and as part of the consideration for such acquisition to undertake all or any part of the liabilities of such company or person.

- (7) To pay for any property or rights acquired by the Company in cash, by instalments, or in shares, stocks, debentures, debenture stocks or other securities, whether fully or partly paid up, of the Company, or partly in one mode and partly in another and generally on such terms as may be agreed upon.
- (8) To amalgamate or enter into partnership, or into any arrangement for sharing profits, co-operation, union of interest, reciprocal concession, joint adventure, mutual interest, or assistance or otherwise with any company or person carrying on any business or having any objects similar to or kindred with any of the businesses or objects of the Company and that in such manner and on such terms and conditions as may be found expedient.
- (9) To subscribe for, take, or otherwise acquire and hold

shares, stock, debentures, debenture stock or other securities of, or other interests in, any company having any objects similar to or kindred with any of the objects of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.

- (10) Whether with or without the Company receiving any consideration to guarantee and give security for the payment of any principal moneys, premiums, interest and other moneys secured by or payable under securities or obligations of any company which is for the time being the Company's holding company or a subsidiary of the Company's holding company or any other company which may be promoted or established by the Company either alone or in conjunction with others or which may purchase or take over the whole or any part of the undertaking of the Company and to guarantee and give security for the payment of dividends and premiums on, and the repayment of the capital of, stocks and shares of all kinds and descriptions.
- (11) To lend and advance money or give credit to any company or person and in particular to customers and others having dealings with the Company and on such terms as may be thought fit and to guarantee and give security for the

payment of any moneys or the performance of any contracts, liabilities or obligations of any company or person and to become liable or responsible for money and undertake obligations of every kind and description all upon such terms as may from time to time be considered desirable in the interests of the Company.

- (12) To borrow or raise money in such manner as the Company may 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 undertaking, property or assets of the Company or any part thereof, including its uncalled capital, and also by a similar mortgage, charge or lien to secure any debt, liability or obligation of any holding or subsidiary company of the Company or of any other company or of any person.
- (13) To receive money on deposit or temporary loan upon such terms as may be thought fit.
- (14) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, debentures, charter parties, bills of lading, and other negotiable or transferable documents.
- (15) To invest, or deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

- (16) To procure the Company to be registered or recognised in any part of the world outside the United Kingdom.
- (17) To establish or promote or concur in establishing or promoting any other company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem calculated to advance directly or indirectly the objects or interests of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire shares, stock, debentures, debenture stock or other securities of any such company.
- (18) To give or award pensions, annuities, gratuities, superannuation or other allowances or benefits, to any persons who are or have at any time been Directors of or employed by or in the service of the Company or of any company which is the holding company of, or a subsidiary company of, or allied or associated with, the Company or any such holding company or subsidiary company, and to the wives, widows, children and other relatives and dependants of any such persons; to set up, establish, support and maintain pension, superannuation and other funds or schemes (whether contributory or non-contributory) and to make payments towards insurance or other payments (either in connection with any such fund or scheme or otherwise)

for the benefit of such persons or any of them or any class of them; to support or subscribe to any charitable funds or institutions the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its officers or employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees; and to subscribe or guarantee money for any exhibition or for any public, general or useful object.

- (19) To sell, feu, lease, exchange, mortgage or otherwise deal with or dispose of the whole or any part of the undertaking, property or assets of the Company, or any right over or interest in the same, for such consideration, and in such manner and upon such terms and subject to such conditions, as the Company may think fit, and in particular for shares, stocks, debentures, debenture stocks or other securities, whether fully or partly paid up, of any other company.
- (20) To distribute any of the property of the Company among the Members in specie or kind.
- (21) To remunerate any company or person for services rendered or to be rendered in placing or procuring the subscription of, or otherwise assisting in the issue of, any shares,

stock, debentures, debenture stock or other securities of the Company or of any company promoted by the Company.

(22) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.

(23) To do all such other things as are incidental or conducive to the attainment of the aforesaid objects or any of them.

And it is hereby declared that in this Memorandum words denoting the singular number shall include the plural number and vice versa and the word "company", except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere and that the objects specified in each of the foregoing paragraphs of this Clause shall be regarded as independent objects and, accordingly, shall, except where otherwise expressed in such paragraphs, be in no wise limited or restricted by reference to or inference from any other paragraph.

IV. The liability of the Members is limited.

V. The Share Capital of the Company is £150,000 divided into 150,000 shares of £1 each.

VI. The several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a company pursuant

to this Memorandum of Association; and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Names and Addresses of Subscribers	Number of Shares taken by each Subscriber
David Flint 152 Bath Street Glasgow	One
Ian Dickson 152 Bath Street Glasgow	One

Dated the 5th day of January 1993.

WITNESS to the above Signatures:

Lesley Sharon Simpson,
Chartered Secretary,
152 Bath Street,
Glasgow G2 4TB

Lesley S. Simpson

COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

of

DATAVAULT NORTHWEST LIMITED

1991

PRELIMINARY

1. The Regulations contained in Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A"), in so far as not excluded, altered or modified by or inconsistent with the following Articles, shall apply to the Company and be deemed to be incorporated herein.

2. Regulations 5 and 94 to 98 inclusive of Table A shall not apply to the Company and are hereby expressly excluded. The following Regulations of Table A shall be modified:-

Regulation 18 so that there shall be added at the end of the first sentence thereof the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

Regulation 41 so that the words "if convened upon the requisition of members be dissolved; in any other case it shall" shall be inserted after the word "shall" where it first appears.

Regulation 46 so that in paragraph (b) the words "one member"

28 JAN 1993

shall be substituted for the words "two members" and so that the word "or" at the end of paragraph (b) and the whole of the paragraphs (c) and (d) shall be held to be delete.

Regulation 82 so that there shall be added at the end thereof the words "Such remuneration shall be divided amongst them as they shall agree and failing agreement equally".

Unless otherwise required by the context of these Articles and Table A, in so far as not excluded and as modified in terms of this Article, words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

BUSINESS

3. Any branch or kind of business which, by the Memorandum of Association of the Company or these Articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time as they shall think fit, and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

SHARES

4. Subject to Articles 5 and 6 hereof, the shares shall be under the control of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and upon such

terms and conditions as the Directors may determine but so that no shares shall be issued at a discount.

5. Subject to Article 6 hereof, the Directors pursuant to the provisions of Section 80 of the Companies Act 1985 ("the Act") shall have authority generally and unconditionally to allot relevant securities within the meaning of such Section up to an aggregate nominal amount equal to the authorised share capital of the Company as at the day following the date of adoption of these Articles ("the date of adoption") at any time or times during the period of five years from the date of adoption.

6. Unless otherwise determined from time to time by the Company in General Meeting any unissued shares in the capital for the time being of the Company shall be offered in the first instance to all Members for the time being of the Company in proportion to the nominal amounts of the shares in the capital of the Company held by them respectively. Such offer shall be made by notice specifying the number of shares for which such Members respectively are entitled to subscribe and limiting a time (not being less than fourteen days from the date of the notice) within which the offer, if not accepted, shall be deemed to be declined and, after the expiration of such time or on receipt of an intimation from any Member to whom such notice may have been given that he declines to accept the shares offered, the Directors may dispose of such shares as they may think fit. In the event of any difficulty arising by reason of an offer of shares as aforesaid

involving fractions of shares the Directors may settle the same as they think expedient and in particular they may ignore fractions altogether or may dispose of the shares represented by such fractions as they may think fit and distribute the net proceeds thereof among the Members entitled to the same rateably in accordance with the rights and interests of such Members. Pursuant to Section 91(1) of the Act, the application to the Company of Sections 89(1) and 90(1) to (6) shall be excluded.

7. The Company shall not be bound to recognise but shall be entitled to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in the case of transmission thereof as are mentioned in Table A.

8. The Directors shall not be entitled to decline to register the Executors, Administrators or Trustees of a deceased Member as holders of the shares held by such deceased Member, and Regulation 30 of Table A shall be modified accordingly.

9. (a) (1) If at any time a Member shall desire to sell or transfer any Shares registered in his name (hereinafter called "the Proposing Transferor") he shall serve the Company with a notice (hereinafter called a "Transfer Notice") of his desire specifying the Shares which he desires to sell or transfer and the sum he fixes as the price and such notice shall constitute the Director his agent to sell such Shares, subject to the provisions hereinafter contained at the price specified or at the Fair Value (as defined in Article 9 (e) (2)) or some at that price and some at the Fair Value as the case may be. A Transfer Notice may include one or more Shares, and in the case of more than one Share shall operate as if it were a separate notice in respect of each. A Transfer Notice shall not be revocable except with the consent of the Directors.
- (2) The Directors shall offer the Shares specified in the Transfer Notice or such of them as have not been accepted by Shareholders to whom they were previously offered to Shareholders at the price stated in the Transfer Notice in accordance with the provisions of this Article 9 and a Shareholder to whom an offer has been made shall be entitled to accept some or all of

the offered Shares and that either at (a) the price stated or (b) on the basis that he will pay the Fair Value.

- (b) The Shares comprised in a Transfer Notice shall be offered by the Company in the first instance to all Members (other than the Proposing Transferor) as nearly as may be in proportion to the Shares then respectively held by the Members (other than the Proposing Transferor). The Offer shall state a period of 3 calendar months as being the time within which the offer, if not accepted or declined in writing, shall be deemed to have been declined. The offer shall notify the Members that any Member who desire an allocation of Shares in excess of those offered shall in his reply state how many excess Shares he desires to have. If all the Members do not claim their full entitlement the unclaimed Shares shall be allocated pro rata among the Members wishing excess Shares. If any Shares shall not be capable of being allocated to the Members in proportion to their existing holdings without fractions, the same shall be offered to the Members or some of them in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit. If and to the extent to which the Members shall not accept such offer such Shares shall be dealt with as provided in Article 9 (d).

- (c) If the Directors shall within the period of 3 calendar months after being served with the Transfer Notice find a Member willing to purchase the Shares, (hereinafter called "the Purchaser") the Directors shall give notice thereof to the Proposing Transferor, and the Proposing Transferor shall be bound upon payment of the Consideration to transfer the accepted Shares to the Purchaser who shall be bound to complete the purchase within 14 days from and after the service of the last mentioned notice.
- (d) (1) If within the period of 4 calendar months after being served with the Transfer Notice the Directors shall not have given notice pursuant to Article 9 (c) or if a purchaser fails to complete his purchase of shares within the period of 14 days as specified in Article 9 (c) the Proposing Transferor shall at any time within 3 calendar months afterwards be at liberty, subject to Article 9 (h) hereof, to offer to sell and transfer the Shares or those not placed to any person and at a price no lower than the Fair Value provided that such person, on conclusion of a contract to purchase the said Shares, shall be bound to submit an offer to all the remaining Members to purchase the whole Shareholdings of the remaining Members at the same price and on the same terms as contained in the contract with the Proposing Transferor.

- (2) In the event that such potential purchaser makes an offer in terms of Article 9 (d) (1) to the remaining Members the Shares or those not placed which were comprised in the Transfer Notice shall again be offered by the Company to the remaining Members as nearly as may be in proportion to the Shares then respectively held by the remaining Members (other than the Proposing Transferor). The offer shall state a period of 28 days as being the time within which the offer, if not accepted or declined in writing, shall be deemed to have been declined. The offer shall notify the Members that any Member who desires an allocation of Shares in excess of those offered shall in his reply state how many excess Shares he desires to have. If all the Members do not claim their full entitlement the unclaimed Shares shall be allocated pro rata among the Members wishing excess Shares. If any Shares shall not be capable of being allocated to the Members in proportion to their existing holdings without fractions, the same shall be offered to the Members or some of them in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit. If

and to the extent to which the Members shall not accept such offer the Proposing Transferor shall be at liberty, subject to Article 9 (h) hereof to sell and transfer the Shares to the potential purchaser at the price previously agreed.

- (e) (1) In any case any difference arises between the Proposing Transferor and the Purchaser as to the value of a Share the Auditors of the Company shall, on the application of either party, certify in writing the sum which in their opinion is the Fair Value, and such sum shall be deemed to be the Fair Value, and in so certifying the Auditors shall be considered to be acting as experts and not as arbiters.
- (2) The Fair Value of a Share shall be established by valuing the net assets of the Company only, including goodwill, on a going concern basis and the Fair Value of a Share shall be that proportion of the value of the net assets, so established, which a Share bears to the whole issued Share Capital of the Company.
- (f) If in any case the Proposing Transferor after having become bound as aforesaid makes default in transferring any Shares the Company may receive the Consideration on his behalf and may authorise some person to execute a transfer of such

Shares in favour of the Purchaser who shall thereupon be registered as the holder of the Shares. The receipt of the Company for the Consideration shall be a good discharge to the Purchaser and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

- (g) In the event of death or bankruptcy of any Member ("the Leaving Member") or in the event of any Member, ("the Leaving Member") being a corporation, going into receivership or liquidation or of a resolution for winding up (other than for the purposes of reconstruction or amalgamation) or in the event of any Member ("the Leaving Member") who is in the employment of the Company ceasing from any cause to be in such employment, the Leaving Member or (in the event of his death or bankruptcy or liquidation or receivership) his legal personal representative or trustee in bankruptcy or liquidator or receiver may transfer the Shares registered in name of such Member, within 3 calendar months of the date of death, bankruptcy, cessation of employment, liquidation or receivership in terms of Article 9(a). On the expiry of the said 3 calendar months the Directors may at any time within 12 calendar months thereafter require such Member or (in the event of

his or their death or bankruptcy) his or their legal personal representative(s) or trustee(s) in bankruptcy or receiver or liquidator to serve the Company with a Transfer Notice in respect of all the Shares registered in the name of such Member or the Transferred Member, and if default is made in complying with such request for a period of 14 days the person in default shall at the expiration of the said period be deemed to have served the Company with a Transfer Notice in accordance with Article 9 (a) hereof and to have specified therein the amount paid up on the Shares as the price. For the avoidance of doubt a Member shall not be deemed to be in the employment of the Company by reason solely of the fact that such Member is a Director or Secretary of the Company. Where a Member ceases to be in the employment of the Company but remains a Director or Secretary of the Company the provisions of this Article shall not apply.

(h) The Directors may in their absolute discretion and without assigning any reason therefor decline to register a Transfer of a Share whether or not it is a fully paid Share and the first sentence of Clause 24 in Table A shall not apply to the Company.

(i) For the purpose of this Article 9:-

(1) the expression "Consideration" means the price stated

in a Transfer Notice or the Fair Value as the case may be;

- (2) the expression "Fair Value shall be construed in accordance with Article 9 (e).

10. No application shall be made by the Company for a listing of any part of its share capital on The Stock Exchange or any other recognised investment exchange (as defined for the purposes of the Financial Services Act 1986) or for permission from The Stock Exchange for dealings in the Unlisted Securities Market in respect of any part of its share capital and no arrangements shall be made by the Company for any other form of marketing of any part of its share capital unless Datavault Limited ("Datavault") shall have been given prior notice of such application or arrangements (including full details of the proposed terms thereof) and unless, if Datavault shall so require:-

- (a) such application or permission is also for admission of the Ordinary Shares held by Datavault; and
- (b) such application, listing or arrangements (as the case may be) do not impose on Datavault any obligations or restrictions relating to disposal of shares in the capital of the Company held by them.

11. In the event of any listing, dealing or marketing referred to in Article 10 Datavault shall thereafter be entitled to transfer any shares in the Company held by it to such persons and on such terms

as it shall think fit provided that it shall consult with the Company's Stockbrokers before effecting any such transfer and will keep the directors of the Company promptly informed of all such transfers.

DIRECTORS

12. A Director who is not a Member of the Company shall not be entitled to vote at General Meetings of the Company but shall be entitled to receive notice of all such Meetings and to attend and speak at the same.

13. A Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and shall be taken into account in reckoning the quorum present at the meeting when such contract or arrangement is under consideration.

INVESTOR RIGHTS

14. For as long as it shall hold any share in the capital of the Company:-

- (i) Datavault shall be entitled from time to time to appoint as Directors of the Company ("a Special Director") two persons and to remove from office any person so appointed and to appoint another person in his place. Neither Special Director shall be required to hold any share qualification nor be subject to retirement by rotation and the remuneration to be paid in respect of the services of each shall be a fee of £4,000 per annum plus VAT (with effect

from 1 April 1993) or such other amount as may be agreed from time to time. Upon request by Datavault the Company shall also procure that each Special Director be appointed a Director of any subsidiary of the Company. Any expenses reasonably incurred by a Special Director in the performance of his duties shall be reimbursed to him by the Company. Mr Charles Stuart-Menteth shall be appointed as Chairman of the Company.

(ii) The Company shall on or before 31 March in each financial year submit to and consult and discuss with Datavault a capital expenditure budget and a trading budget in respect of the next 12 months. Such capital expenditure and trading budgets shall be approved by the Directors of the Company and once approved the capital expenditure budget shall not be exceeded by more than 20% without the prior approval of the Directors of the Company at a meeting of the Directors of the Company at which the Special Director is present.

(iii) No sale or transfer of the legal or beneficial interest in any shares conferring the right to vote at general meetings of the Company shall be made or registered without the previous written consent of Datavault if such sale or transfer would result if made and registered in a controlling interest (as hereinafter defined) in the

Company being obtained by a person or persons who is or are not members of the Company at the date of execution hereof by the Company (other than a company to which paragraph (b) below applies) unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the Ordinary Shares registered in the name of Datavault at the Specified Price (as hereinafter defined) and such offer shall have remained open for acceptance for a period of at least 21 days;

For the purpose of this provision:-

- (a) the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment;
- (b) the expression "a controlling interest" shall mean an interest (within the meaning of Schedule 13 Part I and Section 324 of the Companies Act 1985) in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company; and
- (c) the expression "the Specified Price" shall mean a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other

shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares 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 such other shares provided that if any part of the price per share is payable otherwise than by cash, Datavault may at its option elect to take a price per share of such cash sum as may be agreed by Datavault having regard to the substance of the transaction as a whole;

and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbiter) 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 of Scotland) whose decision shall be final and binding.

- (iv) Any expansion, development or evolution of the business of the Company shall only be effected through the Company or through any other company which is and remains at all relevant times a wholly owned subsidiary of the Company and each of the Directors undertakes to Datavault that he will

procure that the Company complies with the foregoing undertaking.

- (v) All cheques, promissory notes and similar items in excess of £10,000 shall require to be signed by two Directors on behalf of the Company.

15. Except with the express prior written consent of Datavault neither the Company nor any subsidiary thereof from time to time will:-

- (a) borrow any monies or create any charge;
- (b) enter into any credit sale, hire purchase or equipment leasing facilities in favour of the Company or any of its subsidiaries if the aggregate liability under all such agreements exceeds £100,000 at any one time;
- (c) dispose of the whole or a substantial part of the Company's or any subsidiary's business or any share capital of any subsidiary;
- (d) during the currency of a lease of any of its properties take any action likely to prevent the renewal of such lease at the renewal date;
- (e) advance or lend any money with or without security or give any guarantee;
- (f) grant to any director a service contract for a period in excess of 1 year;
- (g) alter or vary its authorised or issued share capital or the rights attaching to any class of shares;

- (h) make any investment in or purchase or subscribe for any share, stock, debenture stock, or other securities of or in another company; or
- (i) permit any dealings which are not for full value and on an arms-length basis.

BORROWING POWERS

16. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to Section 80 of the Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DIVIDENDS

17. (a) In the event that the pre-tax audited consolidated profits of the Company and its subsidiaries in any financial period as disclosed in the audited accounts for such period exceeds £75,000 Datavault shall be entitled to a minimum net cash dividend on the Ordinary Shares owned by it of £4,500. Such sums of £75,000 and £4,500 apply to an accounting reference period of 52 weeks and shall be reduced or increased pro rata if the period is respectively less or more than 52 weeks. The dividend (if any), which shall not be exclusive to Datavault but to which all the Ordinary Shareholders shall be entitled pari passu, shall

be payable not more than 14 days after the general meeting at which the audited accounts for the relevant financial period are presented.

- (b) Notwithstanding (a) above, the board of Directors of the Company may declare and pay an increased dividend to the Ordinary Shareholders but always commensurate with the appropriate requirements of the Company's business and that of any subsidiary of the Company and that any dividend declared on the Ordinary Shares will be at least 3 times covered by consolidated profits of the Company after tax as disclosed in the relevant audited accounts.

SECRECY

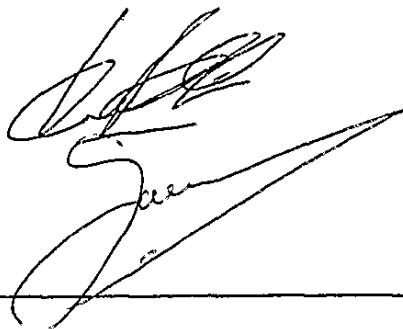
18. No Member, or General or other Meeting of Members, shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process, or which may relate to the conduct of the business of the Company, and which in the opinion of the Directors it would be inexpedient in the

interest of the Company to communicate to the public.

Names and Addresses of Subscribers

David Flint
152 Bath Street
Glasgow

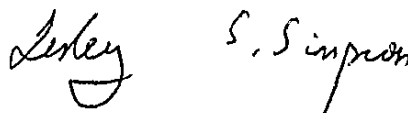
Ian Dickson
152 Bath Street
Glasgow



Dated the 5th day of January 1993.

WITNESS to the above Signatures:

Lesley Sharon Simpson,
Chartered Secretary,
152 Bath Street,
Glasgow G2 4TB





COMPANIES HOUSE

10

Statement of first directors and
secretary and intended situation
of registered office

This form should be completed in black.

CN

110111

For official use

Company name (in full)

DATAVAULT NORTHWEST LIMITED

Registered office of the company on
incorporation.

RO 152 Bath Street

Post town Glasgow

County/Region Strathclyde

Postcode G2 4TB.

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.



Name

RA

Post town

County/Region

Postcode

Number of continuation sheets attached



To whom should Companies House
direct any enquiries about the
information shown in this form?

MacRoberts, Solicitors,

152 Bath Street,

Glasgow

Postcode G2 4TB

Telephone 041332.9988

Extension

28

Company Secretary

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

CS
David
Flint

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

AD 152 Bath Street

Post town Glasgow

County/Region Strathclyde

Postcode G2 4TB Country Scotland

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

Consent signature

Signed

Date 25.1.1993

Directors (See notes 1 - 5)
Please list directors in alphabetical order.

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

CD

Ian

Dickson

AD 152 Bath Street

Post town Glasgow

County/Region Strathclyde

Postcode G2 4TB Country Scotland

DO 10 04 510

Nationality NA British

OC Solicitor

OD Johnston Press plc

The Shareholding & Investment Trust Limited

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

* Voluntary details

Consent signature

Signed

Date 25.1.1993

Directors (continued)

Name ***Style/Title**
Forenames
Surname
***Honours etc**
Previous forenames
Previous surname

Address

Usual residential address must be given.
 In the case of a corporation, give the
 registered or principal office address.

Date of birth
Business occupation
Other directorships

*** Voluntary details**

Consent signature

CD

David

Flint

AD

152 Bath Street

Post town Glasgow

County/Region Strathclyde

Postcode G2 4TB

Country Scotland

DO 0 7 0 7 5 5

Nationality **NA** British

OC Solicitor

OD See List Attached

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

Signed

Date 25.1.1993

Delete if the form
 is signed by the
 subscribers.

Signature of agent on behalf of all subscribers

Date 25/1/93

Delete if the form
 is signed by an
 agent on behalf of
 all the subscribers.

All the subscribers
 must sign either
 personally or by a
 person or persons
 authorised to sign
 for them.

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

LIST OF MR. DAVID FLINT'S DIRECTORSHIPS

DATAVAULT NORTHWEST LIMITED

BREMNER PLC (resigned 17.10.89)

FLYING FREEHOLD LIMITED

TREBORCAM PROPERTIES LIMITED

THE SHAREHOLDING & INVESTMENT TRUST LIMITED

KIRKSPEIR LIMITED

CHESCOR (SCOTLAND) LIMITED (resigned 17.4.89)

GILTECH LIMITED

RENFREW DISTRICT LOCAL EMPLOYER NETWORK