

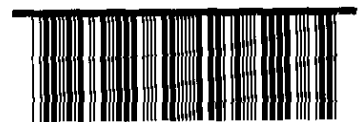
224403

2002

NEW ARTICLES OF ASSOCIATION
OF
SUMERIAN NETWORKS LIMITED



BIGGART BAILLIE
Solicitors
Glasgow and Edinburgh



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COMPANIES HOUSE 19/02/02

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

OF

SUMERIAN NETWORKS LIMITED

(adopted by Special Resolution on 31 January 2002)

PRELIMINARY

1. In these Articles:-

- | | |
|------------------|---|
| "the Act" | shall mean the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force; |
| "Table A" | shall mean Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985; |
| "Approved Issue" | shall mean an issue of Ordinary Shares to an employee of the Company on terms approved by the Directors provided that the total number of Ordinary Shares issued to employees shall not exceed 10% of the issued equity share capital of the Company from time to time as enlarged by the issue of such total number of Ordinary Shares to employees; |
| "Company" | shall mean Sumerian Networks Limited with company number SC224403; |
| "Equity Shares" | shall mean Ordinary Shares in the capital of the Company and "equity share capital" shall have the meaning ascribed to it by Section 744 of the Act; and |

"Original Members" shall mean persons who were members of the Company on 15 February 2002.

Subject to the provisions hereinafter contained, the Regulations contained in Table A 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 12, 24, 53, 54, 64, 73 to 76 inclusive, 80, 82, 89, 94 to 96 inclusive and 118 of Table A shall not apply to the Company.
3. The following Regulations of Table A shall be modified:-

Regulation 6 so that the words "shall be sealed with the seal and" shall be held to be deleted;

Regulation 42 so that the words "the directors present" shall be held to be deleted and the words "the persons present, each being a member or a proxy for a member or a duly authorised representative of a corporate member of the Company" shall be inserted in lieu thereof;

Regulation 46 so that paragraphs (a) to (d) inclusive shall be held to be deleted and the words "by the chairman or by any person present entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporate member of the Company" shall be inserted in lieu thereof;

Regulation 66 so that the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)" shall be inserted between the words "shall" and "be";

Regulation 77 so that the words "(other than a director retiring by rotation at the meeting)" shall be held to be deleted, the words "or reappointment" shall be held to be deleted both times they appear and the words "or reappointed" shall be held to be deleted;

Regulation 79 so that the second and third sentences thereof shall be deleted;

Regulation 81 so that the figure "1960" shall be deleted and the figure "1984" inserted in lieu thereof;

Regulation 84 so that the words "Unless the contrary shall be provided in the terms of his appointment" shall be added to the beginning of the third sentence thereof and so that the last sentence thereof shall be deleted; and

Regulation 115 so that the figure "48" shall be held to be deleted and the figure "24" inserted in lieu thereof.

Unless otherwise required by the context of the 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.

SHARE CAPITAL

4. The share capital of the Company at the date of adoption of these Articles is £83,333.33 divided into 8,333,333 Ordinary Shares of £0.01 each (in these Articles referred to as the "Ordinary Shares").

DIRECTORS POWER TO ALLOT

5. The Directors are authorised generally for the purpose of Section 80 of the Act to allot and issue such number of relevant securities and on such terms and conditions as they may in their discretion think fit subject always to the following conditions and the other provisions of the Articles:-
 - 5.1 the maximum amount of relevant securities to be allotted in pursuance of this authority shall be equal to £83,331.33;
 - 5.2 this authority shall expire, unless sooner revoked or altered by the Company in General Meeting, on the expiry of the period of five years from the date of adoption of these Articles provided that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.
6. Section 89(1) of the Act shall not apply to any allotment of shares in the Company made in accordance with the authority given under Article 5.
7. Subject to the provisions of the Act and of these Articles, the Directors may issue shares which are to be redeemed or which are liable to be redeemed at the option of the Company or the holder.
8. The Directors may from time to time (subject to any terms upon which any shares may have been issued) make calls on such terms as they may think fit upon the members in respect of all or any moneys unpaid on their shares and each member shall be liable to pay the calls so made and any money payable on any share under the terms of allotment thereof to the persons and at the times and places appointed by the Directors. A call may be required to be paid by instalments. A call may be revoked in whole or in part or its payment postponed in whole or in part by the Directors. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

ISSUE OF SHARES

9. 9.1 All shares in the equity share capital of the Company which are to be issued, except shares to be issued as an Approved Issue, shall, before issue, be offered by the Directors in the first instance to all holders at the relevant time of equity share capital in proportion as nearly as may be to the paid up nominal value of the Equity Shares held by such members

respectively. Every such offer shall be in writing, shall state the number of the shares to be issued and shall be subject to the following conditions, which shall be incorporated in such offer:-

- 9.1.1 any acceptance thereof (which may be as regards all or any of the shares offered) shall state the maximum number of shares which might be accepted, shall be in writing and shall be delivered to the registered office of the Company for the time being within a period of twenty one days from the date of service of the said offer,
 - 9.1.2 if the aggregate number of shares accepted exceeds the aggregate number of shares included in such offer each member accepting shall be entitled to receive and bound to accept an allocation of the lesser of (i) the number of shares accepted by them respectively and (ii) a proportionate number of the shares offered according to the nominal value of the Equity Shares then held by each of them respectively, and
 - 9.1.3 any members to whom such offer shall have been made and whose requirements shall not have been fully met by such allocation shall further be entitled to receive and bound to accept an allocation among them of any surplus shares in the proportion as nearly as may be that the number of shares accepted by them respectively bears to the total number of shares offered, declaring however that no member shall be obliged to accept a greater number of shares than the number applied for.
- 9.2 In so far as any such offer shall not be accepted the Directors may within three months after the date of the offer in terms of this Article dispose of such shares to such person or persons as they may think fit but only upon terms no more favourable than as were specified in such offer.

TRANSFER OF SHARES

10. 10.1 Subject to the terms of Article 11 hereof or unless otherwise agreed in writing by all the holders of Equity Shares, every holder of Equity Shares in the Company who wishes at any time to transfer his Equity Shares or any interest therein or any of them (hereinafter referred to as a "Transferor") shall notify the Directors of the Company in writing of his wish so to do. Such notification (hereinafter called the "transfer notice") shall constitute the Directors his agents for the sale of such shares (hereinafter called "the Shares") at the fair value (as hereinafter defined) and (save as hereinafter provided) shall not be withdrawn. Any transfer of Equity Shares not preceded by a transfer notice as above provided shall, when presented to the Company for registration, have the effect only of a transfer notice in regard to the shares comprised therein and shall have no other effect in a question with the Company.

10.2 For the purposes of this Article the fair value shall be such price as may be agreed between the Transferor and the Directors within one month before or two weeks after service of a transfer notice or, failing such agreement, as may be determined by an independent Chartered Accountant or firm of Chartered Accountants, experienced in the valuation of shares in private companies, (such independent Chartered Accountant to be appointed by mutual agreement of the Transferor and the Directors failing which to be nominated by the President for the time being of the Institute of Chartered Accountants of Scotland on the application of either party) to be in his or their opinion (acting as an expert and not as an arbiter) the fair value of the Shares having regard to the fair value of the business of the Company as a going concern and as between a willing vendor and a willing purchaser. He or they shall calculate the fair value of the Shares on the following basis namely:-

10.2.1 by determining the sum which a willing purchaser would offer to a willing vendor for the whole of the issued equity share capital of the Company;

10.2.2 by dividing the resultant figure by the number of shares in issue and multiplying the result by the number of the Shares.

The certificate of the said Chartered Accountant(s) as to such value shall be sent to the Transferor forthwith on receipt by the Company and shall, subject to Article 10.3 be final and binding on all concerned. The fees and expenses of the said Chartered Accountant(s) in respect of such determination shall be borne by the Company or, if the Transferor withdraws the transfer notice pursuant to Article 10.3 or gives a counter-notice pursuant to Article 10.5, such fees and expenses shall be borne by the Transferor.

10.3 In the event of the fair value determined as aforesaid not being acceptable to the Transferor he may (other than in the case of a deemed transfer notice) give notice in writing to the Directors within fourteen days after receipt by him of the certificate as aforesaid and thereupon the transfer notice shall be deemed to be withdrawn.

10.4 Upon the fair value being so agreed as aforesaid, or if (the price having been certified as aforesaid) the Transferor has not given a notice pursuant to Article 10.3 operating to withdraw the transfer notice the Directors shall forthwith offer the Shares to all members holding Equity Shares (other than the Transferor) pro rata as nearly as may be in proportion to the existing number of Equity Shares held by such members giving details of the number and price (being the fair value) of the Shares and the pro rata entitlement of that member. The Company shall invite each such member as aforesaid to state in writing within twenty one days from the date of the notice whether he is willing to purchase any of the Shares so offered to him and if so the maximum number thereof which he is willing to purchase. If at the expiration of the said period of twenty one days there are any Shares offered which any of the members hereinbefore mentioned have not so stated their willingness to purchase, the Company shall offer such Shares to such members as have stated in writing their willingness to purchase all the

Shares offered to them. Such remaining Shares shall be offered pro rata as nearly as may be in proportion to the existing number of Equity Shares then held by such members which offer shall remain open for a further period of twenty one days and the foregoing procedure shall be repeated until either no member wishes to purchase any more Shares or the Shares have been fully allocated. To the extent that members willing to purchase all the Shares shall not be found under the foregoing procedure the Directors may offer at any time within three months of the date on which the first offer of the Shares pursuant to this Article was made the Shares for which no purchaser has been found at any price not being less than the fair value to any person they consider it desirable to admit to membership.

- 10.5 If the Directors shall pursuant to the provisions of Article 10.4 find a *member or members, or any other person or persons approved by them* who is or are willing to purchase all or any of the Shares, or if they shall have been unable within three months after the date of the first offer of the Shares pursuant to Article 10.4 to find any such member or other person, they shall give notice thereof to the Transferor. If the Directors shall have found a person or persons willing to purchase some but not all of the Shares, the Transferor may (other than in the case of a deemed transfer notice) within twenty one days of the receipt of such notice from the Directors give a counter-notice in writing to the Directors withdrawing the transfer notice (subject to his rights under Article 10.7), but if the Directors shall have found a person or persons willing to purchase all the Shares, or if no such counter-notice shall have been given by the Transferor within the aforesaid period, the Transferor shall be bound to transfer the Shares (or such of the same for which the Directors shall have found a purchaser) to such person upon receipt of payment of the fair value (or the relevant proportion of the fair value if the Directors shall have found a purchaser for part only of the Shares).
- 10.6 If the Transferor makes default in so transferring the Shares as aforesaid the Directors shall if so required by the person or persons willing to purchase such Shares under the foregoing provisions receive and give a good discharge for the purchase money on behalf of the Transferor, and shall authorise some person (who shall be deemed for this purpose to be the attorney of the Transferor) to execute transfers of the Shares in favour of the purchaser and shall enter the name of the purchaser in the Register of Members as the holder of such of the Shares as shall have been transferred to him as aforesaid.
- 10.7 If the Transferor shall not have given to the Directors any notice pursuant to Article 10.3 operating to withdraw the transfer notice and the Directors shall not pursuant to Article 10.4 find a purchaser for all the Shares, the Transferor shall be at liberty at any time within six months after the date of the first offer of such Shares pursuant to Article 10.4 to sell and transfer all or any of the Shares not so sold as aforesaid or (if the Transferor has given a notice under Article 10.5) all (but not some only) of the Shares to any person or persons, in each case at any price not being less than the fair value and the name(s) of such transferee(s) shall be entered in the Register of Members of the Company.

10.8 Any member, except an Original Member, who holds shares in the capital of the Company and is a Director or employee of the Company or any Associated Company shall, on ceasing to be a Director or employee of the Company and all Associated Companies of which he is a director or employee (for whatever reason), be deemed as at the date of such cessation to have given to the Directors a transfer notice under Article 10.1 (which deemed transfer notice shall not under any circumstances be revocable) in respect of all shares then held or beneficially owned by him and in such event the provisions of the preceding Articles 10.1 to 10.7 shall apply save that (a) where such member has ceased to be a Director and/or employee by reason of death, permanent disability, retirement in accordance with the policy of the Company or the appropriate Associated Company, wrongful dismissal or unfair dismissal the fair value shall be determined in accordance with Article 10.2 but (b) where such member has ceased to be a Director and/or employee in any other circumstances, unless the Directors specify a higher price, the fair value shall be deemed to be the lowest of (i) the fair value as determined in accordance with Article 10.2, (ii) the average price per share originally paid by such member for the shares to be transferred and (iii) the nominal value of such shares. For the purposes of this Article 10.8 "Associated Company" means a company which is for the time being a Holding Company of which the Company is a Subsidiary or a Subsidiary of the Company or of any Holding Company of which the Company is a Subsidiary.

10.9 10.9.1 In this Article 10.9 a "Relevant Event" means:-

10.9.1.1 in relation to a member being an individual:-

- (1) such member being sequestrated or becoming bankrupt; or
- (2) the happening of any such event as is referred to in paragraph (c) of Regulation 81 of Table A;

10.9.1.2 a member making any arrangement or composition with his creditors generally;

10.9.1.3 in relation to a member being a body corporate:-

- (1) a receiver, manager or administrative receiver being appointed over all or any part of its undertaking or assets; or
- (2) a petition being presented for the making of an administration order relative thereto; or
- (3) such member entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction).

- 10.9.2 Upon the happening of any Relevant Event the member in question shall be deemed to have immediately given a transfer notice under Article 10.1 (which deemed transfer notice shall not under any circumstances be revocable) in respect of all shares then held or beneficially owned by him but in such event the provisions of Article 10.4 hereof shall apply *mutatis mutandis*.
- 10.9.3 If the Relevant Event shall be the event described in subparagraph (1) of paragraph (i) of Article 10.9.1 and if any of the shares (in this Article 10.9.3 "the Unsold Shares") for which the members are invited to apply pursuant to the transfer notice deemed to be given under Article 10.9.2 shall not be sold to members then, after the expiration of the period during which the relevant transferor could have become bound to sell the Unsold Shares to a member or members pursuant to Article 10.5 the person who has become entitled to the Unsold Shares in consequence of bankruptcy of the member shall be entitled either:-
- 10.9.3.1 to sell the Unsold Shares to any person in the same manner and subject to the same conditions *mutatis mutandis* as a transferor could under Article 11.7; or
 - 10.9.3.2 to elect at any time to be registered himself as the holder of the Unsold Shares (but so that such election shall not give rise to any obligation to serve a transfer notice in respect of the Unsold Shares);
- 10.9.4 Regulations 30 and 31 of Table A are modified in accordance with the provisions of this Article.
- 10.9.5 The provisions of this Article 11.9 may be waived in whole or in part with the written consent of all the holders of Equity Shares.
- 10.10 For the purpose of ensuring that a transfer of Shares is duly authorised hereunder, or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may require any member or his trustee in bankruptcy or the legal personal representatives of a deceased member or the liquidator, receiver or administrator of any corporate member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit acting reasonably regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the Shares concerned, and they may likewise so require if any such information or evidence discloses that a transfer notice ought to be given in respect of any Shares. If the Directors do so require and the transfer notice is not duly given within one month from the date of its being so required such

notice shall be deemed to have been given at the expiration of the said period and the provisions of these Articles shall take effect accordingly.

LIMITATION ON TRANSFER OF CONTROL

11. 11.1 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the consent in writing of both of the Original Members if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company by a company or a person or companies or persons acting in concert within the meaning of such expression contained in the City Code on Takeovers and Mergers, in each case who is or are not all Original Members (as hereinafter defined) 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 at the Specified Price and such offer shall have remained open for acceptance for a period of not less than twenty one days.
- 11.2 For the purpose of this Article 11 hereof:-
 - 11.2.1 the expression "a Controlling Interest" shall mean an interest (within the meaning of Schedule 13 Part I and Section 324 of the Act) in shares in a company conferring in aggregate 50% or more of the total voting rights conferred from time to time by all the issued shares in that company;
 - 11.2.2 the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renounee under any such letter of allotment; and
 - 11.2.3 the expression "the Specified Price" shall mean a price per share equal to the highest price 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, and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as an expert and not as an 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;
- 11.3 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article.

12. The Directors shall not be entitled to decline to register a transfer of any shares made pursuant to the provisions of these Articles unless:-
- 12.1 it is not lodged at the registered office of the Company for the time being or at such other place as the Directors may appoint and is not accompanied by the certificate or certificates for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; or
 - 12.2 it is in respect of more than one class of shares; or
 - 12.3 it is in favour of more than four transferees.

RESOLUTIONS OF MEMBERS

13. A resolution in writing signed by or on behalf of all the members who would have been entitled to vote upon it if it had been proposed at a General Meeting of the Company shall be as effective for all purposes as if the same had been duly passed at a General Meeting of the Company duly convened and held and may consist of several documents in the like form each signed by or on behalf of one or more members.

DIRECTORS

14. Unless otherwise determined by Ordinary Resolution the number of the Directors of the Company (other than alternate Directors) shall be not less than two and shall not be subject to any maximum. The quorum for the transaction of the business of the Directors or any committee of the Directors shall be two. A person who holds office only as an alternate Director shall, if his appointer is not present, be counted in the quorum.
15. Any person of eighteen years of age or greater age without limitation may be appointed a Director of the Company and no Director of the Company shall be required to vacate office at any time by reason of his age.
16. A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director, and may act in a professional capacity to the Company, on such terms as to remuneration and otherwise as the Directors shall agree.

REMUNERATION OF DIRECTORS

17. The remuneration of the Directors (including any special remuneration, which may be by way of salary, commission, participation in profits or otherwise as may be arranged, in respect of any services or duties going beyond the ordinary duties of a director) shall be determined by the Directors.

PROCEEDINGS OF DIRECTORS

18. A meeting of the Directors or any committee thereof may, subject to notice thereof having been given in accordance with these Articles, be for all purposes deemed to be held when Directors are in simultaneous communication with each other by telephone or by any means of audio-visual communication, if all the Directors of the Company agree to treat the meeting as so held and the number of Directors participating in such communications constitutes the quorum of Directors which would otherwise be required by these Articles to be present at the meeting.
19. Provided that he has duly declared his interest therein pursuant to Section 317 of the Act, a Director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising therefrom and may be counted in the quorum for any such meeting.

DIRECTORS' POWERS

20. The Directors may exercise all the powers of the Company (whether express or implied):-
 - 20.1 of borrowing or securing the payment of money;
 - 20.2 of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
 - 20.3 of mortgaging or charging the property assets and uncalled capital of the Company and (subject to Section 80 of the Act) of issuing debentures;
21. The Directors may (i) establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of, or shall have rendered services of any kind to, the Company or any company which is the Holding Company or a Subsidiary of the Company or such Holding Company or is allied to or associated with the Company or with any such Holding Company or Subsidiary or which was a predecessor in business of the Company or of any such other company as aforesaid or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid or any person in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and to or for the benefit of the wives, widows, families and dependants of any such persons, (ii) establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, (iii) make payments for or towards the insurance of any such persons as aforesaid and (iv) subscribe or guarantee money for any charitable or benevolent objects or for

any exhibition or for any public, general or useful object and may do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid; provided that the Directors shall not be entitled without the previous sanction of an Ordinary Resolution of the Company to exercise the powers conferred by this Article in favour of any person who is or was a director of the Company or of any such other company as aforesaid but who does not hold or has not held any salaried employment or office in the Company or in any such other company as aforesaid or in favour of the wife, widow, family or dependants of any such person.

INDEMNITY

22. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor or adviser of the Company shall be indemnified out of the assets of the Company, and the Company may at its expense on behalf of the Directors and officers without the approval of any resolution of the members of the Company purchase and maintain insurance, against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

SUMERIAN NETWORKS LIMITED

1. The name of the Company is SUMERIAN NETWORKS LIMITED¹.
2. The registered office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:-
 - (1) To carry on business as a general commercial company.
 - (2) To carry on any other trade or business whatsoever with the power to do all such things as are incidental or conducive to the carrying on of any trade or business.
 - (3) To acquire by purchase feu lease exchange or otherwise any heritable or real property or rights whatsoever and by purchase, hire or otherwise any moveable or personal property or rights whatsoever and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof including the power to let on lease or otherwise sell, dispose of, turn to account, grant licences, options, occupancy rights, franchises, rights and privileges in respect of or otherwise deal with all or any part of the property of the Company.
 - (4) To construct, develop, enlarge, maintain, alter, manage, carry out or control any buildings, erections, works, plant, machinery or services which may seem directly or indirectly necessary or convenient for any of the purposes of the Company and to contribute to, subsidise or otherwise assist or take part in the construction, development, enlargement, maintenance, alteration, management, carrying out or control thereof.
 - (5) To acquire by any means the whole or any part of the assets and to undertake the whole or any part of the liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in connection therewith or possessed of property suitable for the purposes of the Company and to acquire an interest in, amalgamate or enter into

¹ The name of the Company was changed from Financial Networks Limited to Sumerian Networks Limited by Written Resolution dated 28 November 2001.

any arrangement for sharing profits, union of interest, co-operation, joint adventure, limitation of competition or otherwise with any such person or company.

- (6) To subscribe for or otherwise acquire either absolutely or conditionally any shares stock debentures, debenture stock or other securities of any other company and to guarantee or underwrite the issue of or the payment of the principal of and interest and premium on any such securities as aforesaid.
- (7) To invest and deal with the monies of the Company in such manner as may from time to time be thought fit.
- (8) To borrow money and to secure by mortgage charge or lien upon the whole or any part of the Company's undertaking, property or assets (whether present or future) including its uncalled capital the discharge by the Company and/or any other person of any obligation or liability.
- (9) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the foregoing generality any subsidiary or holding company of the Company or another subsidiary of such holding company or any other company associated with the Company in business or by reason of common shareholdings or otherwise) and to guarantee and/or give security for the payment of money and/or the performance of obligations of all kinds by any such person firm or company and in security of any such guarantee to assign dispose convey mortgage pledge or charge the whole or any part of the undertaking property assets or revenue of the Company including uncalled capital.
- (10) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures or other negotiable or transferable instruments.
- (11) To carry on (whether gratuitously or otherwise) trust and agency business of all kinds and in particular in relation to insurance and the investment, collection and receipt of money.
- (12) To pay all costs charges and expenses which the Company may lawfully pay of or incidental to the formation, registration and advertising of or raising money for the Company and generally remunerate any person or company by way of commission or otherwise for placing or guaranteeing the placing of any shares debentures debenture stock or other securities of the Company or for other services in relation to the issue of any share or loan capital of the Company.
- (13) To enter into contracts agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.
- (14) To procure the co-operation of any subsidiaries of the Company and any other companies in which the Company may be interested as well with one another as with the Company to do all such things and enter into

promote and carry into effect all such arrangements as may be considered desirable with a view to the efficient economical or profitable conduct of the business of any such companies as aforesaid and to perform any services and undertake any duties for or on behalf of and in any other manner assist any such companies as aforesaid upon such terms as to remuneration (if any) as may be agreed.

- (15) To pay for any business property or rights acquired or agreed to be acquired by the Company and generally to satisfy any obligation of the Company by the issue or transfer of shares in the Company or any other company credited as fully or partly paid up or of debentures or other securities of the Company or any other company.
- (16) To make known the products and services of the Company by such means as may seem expedient and in particular by any form of advertising whether in the press on the radio or on television, by films, by acquisition and exhibition of works of art or interest, by publication of books or periodicals, by granting prizes awards or donations or otherwise.
- (17) To make experiments in connection with any business or proposed business of the Company and to apply for or join in applying for, purchase or otherwise acquire and protect, prolong, and renew in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon testing and improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (18) To apply for promote and obtain or to subscribe to the expense of applying for promoting and obtaining any Acts of Parliament, charters, privileges, concessions, licences or authorisations of any government state or municipality Provisional Order or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient and to oppose or to subscribe to the expense of opposing any actions steps proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its members.
- (19) To enter into any arrangements with any governments or authorities (supreme municipal local or otherwise) or any corporations companies or persons that may seem conducive to the attainment of the objects of the Company or any of them and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which may seem desirable in the interests of the Company and to carry out exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

- (20) To establish and maintain or procure the establishment and maintenance of any insurance pension or superannuation funds (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company or its holding company (if any) or any company which is a subsidiary of or associated with the Company or any of the predecessors in business of the Company or any holding, subsidiary or associated company of the Company or who may be or have been directors or officers of the Company or of any such other company as aforesaid and the wives widows relatives and dependants (including such persons as the directors of the Company may deem to be dependants) of any such persons and to establish subsidise and subscribe to any institutions, associations, societies, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (21) To purchase and maintain insurance for and for the benefit of any persons who are or were at any time directors officers or employees of the Company or of any other company in which the Company has any interest whether direct or indirect or which is in any way allied to or associated with the Company or any subsidiary undertaking (within the meaning of the Companies Act 1989) of the Company or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties powers or offices in relation to the Company or any such other company subsidiary undertaking or pension fund and to such extent as may be permitted by law otherwise to indemnify or to exempt any such person against or from any such liability.
- (22) Subject to the provisions of any statute for the time being in force concerning companies and affecting the Company to establish and contribute to any employees' share scheme (as defined in any such statutes as aforesaid) for the purchase of or subscription by trustees for shares in the Company or in a holding company of the Company and to lend money to any employees of the Company to enable them to purchase or subscribe for shares in the Company or in a holding company of the Company and to establish and maintain any option or incentive scheme whereby selected employees (including salaried directors and officers) of the Company are given the opportunity of acquiring shares in the Company and to formulate and carry into effect

any scheme for sharing the profits of the Company with its employees (including salaried directors and officers) or any of them.

- (23) To establish or maintain or join in any plan or scheme for encouraging or facilitating the regular (or other) investment in the holding of or the investment of any dividends declared by the Company or any other company in the securities of the Company or any other company within such plan or scheme by or for the benefit of the shareholders of the Company or other persons within such plan or scheme and to discharge or contribute towards the discharge of the expenses of establishing or maintaining any such plan or scheme.
- (24) To purchase or otherwise acquire shares in the Company in accordance with and subject to the provisions of the Companies Act 1985 and any statutory amendment or re-enactment or modification thereof.
- (25) To procure the Company to be registered or recognised in any part of the world.
- (26) To establish or promote or concur in establishing or promoting any other company for the purpose of acquiring all or any of the assets and/or undertaking any of the liabilities of the Company or of undertaking any business or operations which may appear likely to assist or benefit the Company and to place or guarantee the placing of, underwrite subscribe for or otherwise acquire all or any part of the shares debentures or other securities of any such company as aforesaid.
- (27) To dispose by any means of the whole or any part of the assets of the Company.
- (28) To distribute among the members of the Company in specie any assets of the Company whether by way of dividend or upon a return of capital.
- (29) To give financial assistance directly or indirectly for the purpose of acquiring shares in the Company or any other company or to reduce or discharge any liability incurred for such purpose.
- (30) To do all or any of the above things in any part of the world whether as principal, agent, trustee, licensee, manager, contractor or otherwise and either alone or in conjunction with others and either by or through agents, trustees, sub-contractors or otherwise.
- (31) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them and either upon the sole account of the Company or as agent, trustee, licensee, manager or contractor of or partner with any other person, firm or company.

AND IT IS HEREBY DECLARED that in this clause words denoting the singular number only shall include the plural number and vice versa; words importing the masculine gender shall include the feminine gender; the word "company" except where used in reference to the Company shall be deemed to include any partnership association or other body of persons whether corporate or

unincorporate and whether domiciled in the United Kingdom or elsewhere; the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company; and none of the objects specified in each of the paragraphs of this clause shall be deemed subsidiary or ancillary to any of the objects specified in any other paragraph.

4. The liability of the members is limited.
5. The share capital of the Company is £83,333.33 divided into 8,333,333 shares of £0.01 each.²

We the several persons whose names addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of 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
Derek Ellery for and on behalf of Dalglen Directors Limited Dalmore House 310 St Vincent Street GLASGOW G2 5QR	ONE
Derek Ellery for and on behalf of Dalglen Secretaries Limited Dalmore House 310 St Vincent Street GLASGOW G2 5QR	ONE

Dated this Eleventh day of October 2001.

Witness to the above signatures:-

Catherine Feechan
Dalmore House
310 St Vincent Street
GLASGOW
G2 5QR

Catherine Feechan

² The share capital of the Company was increased from £100 divided into £100 Shares of £1 each to £83,333.33 divided into 8,333,333 shares of £0.01 each by Written Resolution dated 31 January 2002.