FILE COPY

CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY

Company No. 4111224

The Registrar of Companies for England and Wales hereby certifies that
I.P.21 LIMITED

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

Given at Companies House, Cardiff, the 21st November 2000

N041112242

THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

COMPANIES HOUSE

HC007B

Package: 'Laserform'
by Laserform International Ltd.

12

Please complete in typescript, or in bold black capitals.

CHFP025

Declaration on application for registration

4111224

Company Name in full i.p.21 Limited

I, Martyn Woollett

of Mills & Reeve

† Please delete as appropriate.

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

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

Declarant's signature [signature]

Declared at 19 Bank Plain, Norwich NR2 4FS

	Day	Month	Year
On	1 4	1 1	2 0 0 0

❶ Please print name. before me ❶ [signature] A M BIGNELL

Signed [signature] **Date** 14/11/00

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

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Mills & Reeve
Francis House, 3-7 Redwell Street, Norwich, NR2 4TJ

Tel 01603 660155

DX number DX: 5210 DX exchange Norwich

A09 *ABM3WUMN* 0393
COMPANIES HOUSE 15/11/00

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

Package: 'Laserform'
by Laserform International Ltd.

10

First directors and secretary and intended situation of registered office

Please complete in typescript, or in bold black capitals.

CHFP025

Notes on completion appear on final page

Company Name in full i.p.21 Limited

Proposed Registered Office UNIT A, NORWICH RESEARCH PARK

(PO Box numbers only, are not acceptable)

Post town NORWICH

County / Region NORFOLK Postcode NR4 7UA

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

Agent's Name

Address

Post town

County / Region Postcode

Number of continuation sheets attached

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Mills & Reeve
Francis House, 3-7 Redwell Street, Norwich, NR2 4TJ

Ref: FIS1.lfd Tel 01603 660155
DX number DX: 5210 DX exchange Norwich

'hen you have completed and signed the form please send it to the egistrar of Companies at:
ompanies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
companies registered in England and Wales

mpanies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Company Secretary (see notes 1-5)

Company name	i.p.21 Limited
NAME *Style / Title	MR
*Honours etc	
Forename(s)	JOHN FRANCIS
Surname	WILLIAMS
Previous forename(s)	
Previous surname(s)	
Address	SPRINGALL HOUSE, THE SPRINGLES, EAST RUNTON
Post town	CROMER
County / Region	NORFOLK
Postcode	NR27 9PS
Country	ENGLAND

* Voluntary details

Usual residential address
For a corporation, give the registered or principal office address.

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

Consent signature [signature] **Date** 8.11.00

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title	MR
*Honours etc	
Forename(s)	WILLIAM
Surname	JONES
Previous forename(s)	
Previous surname(s)	
Address	THE OLD RECTORY
	ASHMANHAUGH
Post town	NORWICH
County / Region	NORFOLK
Postcode	NR12 8YP
Country	ENGLAND
Date of birth (Day Month Year)	20 03 1946
Nationality	BRITISH
Business occupation	CHARTERED PATENT ATTORNEY
Other directorships	SEE ATTACHED LIST

Usual residential address
For a corporation, give the registered or principal office address.

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

Consent signature William Jones **Date** 8.11.00

Directors (continued) (see notes 1-5)

NAME *Style / Title	MR	*Honours etc	
Forename(s)	JOHN FRANCIS		
Surname	WILLIAMS		
Previous forename(s)			
Previous surname(s)			
Address	SPRINGALL HOUSE, THE SPRINGLES, EAST RUNTON		
Post town	CROMER		
County / Region	NORFOLK	Postcode	NR27 9PS
Country			
Date of birth (Day Month Year)	12 05 1953	**Nationality**	BRITISH
Business occupation	BUSINESS MANAGER		
Other directorships	SEE ATTACHED LIST		

* Voluntary details

Usual residential address
For a corporation, give the registered or principal office address.

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

Consent signature [signature] **Date** 8 · 11 · 00

This section must be signed by
Either

an agent on behalf of all subscribers	**Signed**		**Date**
Or **the subscribers**	**Signed** [signature]		**Date** 8 · 11 · 00
(i.e those who signed as members on the memorandum of association).	**Signed** [signature]		**Date** 8 · 11 · 00
	Signed		**Date**
	Signed		**Date**
	Signed		**Date**
	Signed		**Date**

Notes

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

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

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

   - for a married woman, the name by which she was known before marriage need not be given,

   - names not used since the age of 18 or for at least 20 years need not be given.

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

   Address:

   Give the usual residential address.

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

   Subscribers:

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

2. Directors known by another description:

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

3. Directors details:

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

4. Other directorships:

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

   - dormant,

   - a parent company which wholly owned the company making the return,

   - a wholly owned subsidiary of the company making the return, or

   - another wholly owned subsidiary of the same parent company.

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

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

OTHER DIRECTORSHIPS

MR W JONES

Chalcedon Limited

William Jones Limited

Markgraaf Limited

Markgraaf Patents Limited

OTHER DIRECTORSHIPS

MR J F WILLIAMS

The Sea Food Co Ltd – 3136293 – Resigned 10.10.00.

The Cromer Crab Co Ltd – 2140583 – Resigned – 10.10.00.

Norfolk Shellfish Co Ltd – 3650046 – Resigned – 10.10.00.

101 787

INC 53316 - PSA

Company Number: 120 7012

THE COMPANIES ACTS 1985

NC 2 15 NOV 2000 COMPANIES HOUSE

NC 2 -9 NOV 2000 £30 FEE PAID COMPANIES HOUSE

A PRIVATE COMPANY LIMITED BY SHARES

1118451

MEMORANDUM OF ASSOCIATION

of

i.p.21 LIMITED

ABM3XUMO 0392
A09
COMPANIES HOUSE 15/11/00

1472
1/00

1 The name of the Company is "**i.p.21 LIMITED**".

2 The registered office of the Company will be situated in England and Wales.

3 The object of the Company is to carry on business as a general commercial company. In particular, but without prejudice to the generality of the foregoing, the Company has the following objects:

(a)

(i) To carry on business as agents and attorneys for patents, registered and unregistered designs, trade marks, trade names, copyrights and all other intellectual property rights or rights of a similar nature in all jurisdictions.

(ii) To provide advice and consultancy and management services in relation to all aspects of the registration, protection, exploitation, management and defence of such intellectual property rights and rights of a similar nature and on all matters and issues ancillary thereto or connected therewith.

(b) To purchase, take on lease or in exchange, hire or otherwise acquire and hold, for any estate or interest, and manage any lands, buildings, servitudes, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and any heritable or moveable real or personal property of any kind.

(c) To purchase or otherwise acquire, dispose of, protect, extend and renew any patents, registered designs, trade marks and service marks (whether registered or not), copyright, design right or any similar property rights, including those subsisting in inventions, designs, drawings, performances, computer programmes, semi-conductor topographies, confidential information, business names, goodwill and the style of presentation of goods or services and applications for protection thereof, which may seem to the Company capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, receive or grant licences in respect of or otherwise turn to account any of the same for any purpose whatsoever, whether manufacturing or otherwise, which the Company may think calculated directly or indirectly to achieve these objects.

(d) To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds and to issue on commission or otherwise underwrite, subscribe for and take or guarantee the payment of any dividend or interest on any shares, stocks, debentures or other capital or securities or obligations of any such companies, syndicates or other bodies, and to pay or provide for brokerage commission and underwriting in respect of any such issue.

(e) To enter into partnerships or into any arrangement for sharing profits, union of interests, co-operation or otherwise with any person or company for the purpose of carrying on business within any of the objects of the Company.

(f) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(g) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, body or company carrying on any business which this Company is authorised to carry on, or possessed of property, assets or rights suitable for any of the objects of the Company.

(h) To develop, work, improve, manage, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property, assets or rights of the Company; to surrender or accept surrender of any lease or tenancy or rights; and to sell or deal with the property, assets, business, rights or undertaking of the Company, or any part thereof, and for such consideration and on such terms as the Company may think fit, and including for cash or shares, debentures or securities of any other company.

(i) To build, construct, erect, maintain, alter, replace or remove any buildings, works, offices, erections, plant, machinery, tools, equipment or otherwise as may seem desirable for any of the businesses or in the interests of the Company; and to manufacture, buy, sell, lease or otherwise acquire and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with in connection with any of the Company's objects.

(j) To manage and conduct the affairs of any companies, firms, bodies and persons carrying on business of any kind whatsoever, and in any part of the world.

(k) To enter into, carry on and participate in financial transactions and dealings and operations of all kinds; and to take any steps which may be considered expedient for carrying into effect such transactions, dealings and operations including, without prejudice to the generality of the foregoing, borrowing and lending money and entering into contracts and arrangements of all kinds.

(l) To borrow or raise money in such manner as the Company shall think fit and in particular by the issue (whether at par or at a premium or discount and for such consideration as the Company may think fit) of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, shares or other securities, perpetual or otherwise, and, if the Company thinks fit, charged on all or any of the Company's property (both present and future) and undertaking, including its uncalled capital, and further, if so thought fit, convertible into any stock or shares or securities of the Company or any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance or pledge.

(m) To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights, present and future, and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever, including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) or a subsidiary undertaking (as defined by section 258 of the Companies Act 1985) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business.

(n) To grant indemnities of every description and to undertake obligations of every description.

(o) To make, draw, accept, exchange, endorse, negotiate, execute and issue promissory notes, bills of exchange or other negotiable instruments or payment orders and to receive money on deposit or loan.

(p) To pay all or any expenses incurred in connection with the formation and promotion and incorporation of the Company and to pay commission to and remunerate any person or company for services rendered in underwriting or placing, or assisting to underwrite or place, any of the shares in the Company's capital or any debentures or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

(q) To pay for any property or rights acquired by the Company in such manner as the Company may think fit, including payment either in cash or in fully or partly paid-up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(r) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company in such manner as the Company may think fit, including payment either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(s) To make loans or donations, either of cash or of other assets whatsoever, to or enter into any arrangements whatsoever for the benefit of such persons and in such cases as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient.

(t) To distribute among the members in specie any property of the Company or any proceeds of sale, disposal or realisation of any property of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(u) To subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, bonds, debentures or debenture stock, or other securities or obligations of any person, firm, government or other authority or issuer (including any subsidiary of the Company) and to invest, deal with or lend any of the moneys of the Company in such manner, with or without security and on such terms as the Company may think fit.

(v) To amalgamate with any other company either the objects of which are or include objects similar to those of the Company or which is possessed of property, assets or rights suitable for any of the purposes of the Company, and on any terms whatsoever.

(w) To procure the Company or any branch or representative of the Company to be registered or recognised in any country or place abroad or with any applicable regulatory authority in any part of the world.

(x) To obtain any provisional or other order or Act of Parliament of the United Kingdom or of the legislature of any other State or jurisdiction for enabling the Company to carry any of its objects into effect, or for effecting any modifications to the Company's constitution, or for any other purpose which may seem expedient, and to oppose or make representations in connection with any proceeding, proposal or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.

(y) To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity.

(z) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.

(aa) To establish and maintain or procure the establishment and maintenance of contributory or non-contributory pension or superannuation funds for the benefit of the persons referred to below, to grant emoluments, pensions, allowances, donations, gratuities, loans and bonuses to such persons and to make payments for or towards insurance on the life or lives of such persons; to establish, subsidise, subscribe to or otherwise support any institution, association, society, club, trust, other establishment, or fund, the support of which may, in the opinion of the Company, be calculated directly or indirectly to benefit the Company or any such persons, or may be connected with any place where the Company carries on business; to institute and maintain any institution, association, society, club, trust or other establishment or profit-sharing scheme, share incentive scheme or employees' share scheme calculated to advance the interests of the Company or to benefit such persons; to institute and maintain or assist in the institution or maintenance of any scheme calculated to promote the purchase or holding of shares of or securities in the Company by the public, any section thereof or such persons; and, subject to the provisions of the Companies Acts 1985 and 1989, to lend money or make payments to, or guarantee or give an indemnity in respect of, or give any financial or other assistance to, any such persons or trustees on their behalf or any other person, for the purposes of, or to facilitate the institution or maintenance of, any such scheme; to join, participate in and subsidise or assist any association of employers or employees or any trade association; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object or for any exhibition; the said persons are any persons who are or were at any time in the employment or service of the Company or any of its businesses or of any company which was or is for the time being the holding company or a subsidiary (both as defined by section 736 Companies Act 1985) or a subsidiary undertaking (as defined by section 258 Companies Act 1985) of the Company or of the Company's holding company or are or were otherwise associated with the Company or any of its businesses or who are or were at any time directors or officers of the Company or of such other company as aforesaid, or holding or who hold or has held any salaried employment or office in the Company or such other company, and the families (including former spouses) of them or any person who is or was dependant on them.

(bb) To purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers or employees of the Company or any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the

Company or of any other such company or subsidiary undertaking are or have been interested indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against.

(cc) To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, claims, demands, contracts, agreements, negotiations, legal and other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company.

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

(ee) To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that:

(a) the word "company" in this clause, 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 whether now existing or hereafter to be formed; and

(b) the objects set forth in each sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by application of the ejusdem generis rule or by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company; none of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4 The liability of the members is limited.

5 The Company's share capital is £120 divided into 6,300 A ordinary shares of 1p each, 3,700 B ordinary shares of 1 pence each and 2,000 C ordinary non voting shares of 1p each.

We, the persons whose names, addresses and descriptions are subscribed, wish to be formed into a company in pursuance of this Memorandum of Association and we agree to take the number of shares in the capital of the Company set opposite our names.

Name, address and description of subscribers	Number of shares taken by subscribers (in words)
William Jones The Old Rectory Ashmanaugh Norwich NR12 8YP Chartered Patent Attorney	One A Share
John Francis Williams Springall House The Springles East Runton Cromer Norfolk NR27 9PS Business Manager	One B Share
	TOTAL: Two

DATED this 7th November 2000.

WITNESS to the above signature.

Witness signature:

Witness name: J Tolson

Witness address: White House
29 Hertsease Lane
Norwich NR7 9NP.

Witness occupation: Personal assistant.

Company Number:

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

i.p.21 LIMITED

1 Interpretation

1.1 In these Articles **"Table A"** means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended prior to the adoption of these Articles. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles.

1.2 In these Articles, **"the Act"** means the Companies Act 1985 as amended prior to adoption of these Articles.

1.3 References in these Articles and in Table A to writing shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form.

1.4 References in these Articles to paragraphs and sub-paragraphs are to the paragraphs and sub-paragraphs of the Article and paragraph in which they appear.

1.5 Headings in these Articles are for convenience only and shall not affect the interpretation hereof.

1.6 In these Articles:

"A Director"	has the meaning set out in Article 12.1;
"A Share"	means an A ordinary share of 1p in the capital of the Company;
"A Shareholder"	means a holder of any of the A Shares;

"Approved Budget" and **"Approved Business Plan"**.	means the budget or business plan of the Company as the case may be subsisting at the date of incorporation of the Company or subsequently approved from time to time in accordance with Article 3.8(j);
"B Director"	has the meaning set out in the Article 12.1;
"B Share"	means a B ordinary share of 1p in the capital of the Company;
"B Shareholder"	means a holder of any of the B Shares;
"Board"	means the board of Directors of the Company;
"Business"	means such businesses as may be approved from time to time in accordance with Article 3.8;
"C Share"	means a C non voting ordinary share of 1p in the capital of the Company;
"Company Listing"	means either: (i) the admission of the issued share capital of the Company to the Official List of Alternative Investment Market of the London Stock Exchange; or (ii) any equivalent admission of the issued equity share capital of the Company to Easdaq or any other stock exchange (as that term is defined in Schedules 1 or 2 to the Financial Services Act 1986 (Investment Advertisement) (Exemption) (No.2) Order 1995);
"Intellectual Property"	means all copyright, patents, trade marks, registered and unregistered design rights, all rights to bring an action for passing off, all rights to apply for protection in respect of any of the above rights, and all other intellectual property rights in any jurisdiction and all rights protecting confidentiality of any information;
"Intellectual Property Rights"	means all Intellectual Property owned or used in connection with the Business by the Company;
"JW"	means John F Williams being one of the subscribers;

"Ordinary Shares"	means the A Shares and B Shares;
"Ordinary Shareholder"	means the holder of any A Share or B Share for the time being;
"Person"	includes an individual or a firm or other body of persons or Undertaking (whether or not having a separate legal identity) in any jurisdiction;
"Share"	means any share in the capital of the Company of whatever class;
"Shareholder"	means the holder of any Share;
"Shareholder Related Party"	means in relation to any Shareholder any Person who is connected with that Shareholder (and for this purpose the question whether a Person is so connected shall be determined in accordance with Section 286(1) of the Taxation of Chargeable Gains Act 1992);
"Subsidiary"	means a subsidiary of the Company from time to time;
"Undertaking"	means a body corporate or partnership or an unincorporated association situated in any jurisdiction carrying on a trade or business with or without a view to profit (and, in relation to an Undertaking which is not a company, references in this Agreement to companies shall be construed as references to the corresponding persons, officers, documents or organs (as the case may be) appropriate to Undertakings of that description);
"Valuers"	means the auditors from time to time of the Company or if they are unable to act or if holders of a majority of the A Shares or of the B Shares so require an independent accountant appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales;
"WJ"	means William Jones being one of the subscribers.

2 Adoption of Table A

2.1 The Regulations contained in Table A shall, except where they are modified or excluded by these Articles or are inconsistent herewith, apply to the Company and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the Articles of association of the Company to the exclusion of any other regulations set out in any statute or in any statutory instrument or other subordinate legislation.

2.2 Regulations 2, 24, 26, 32 to 34 (inclusive), 35, 40, 41, 50, 54, 57, 58, 60, 61, 62, 64, 65, 66, 73 to 80 (inclusive), 88 to 90 (inclusive), 94, 110, 112 and 115, of Table A shall not apply to the Company.

3 Share capital

3.1 The share capital of the Company at the date of its incorporation is £120 divided into 6,300 A ordinary shares of 1p each (**"A Shares"**), 3,700 B ordinary shares of 1p each (**"B Shares"**) and 2,000 C non voting ordinary shares of 1 pence each (**"C Shares"**).

3.2 Except as otherwise provided in these Articles, the A Shares, the B Shares and the C Shares shall rank pari passu in all respects but shall constitute separate classes of Shares.

3.3 Voting rights

The C Shares shall carry the right to receive notice of general meetings of the Company but not the right to attend or vote thereat either in person or by proxy.

3.4 Income

The A Shares, the B Shares and the C Shares shall confer upon the holders thereof the right to receive any dividend declared by the Company in respect of any financial year, which dividend shall be apportioned between the holders of such Shares (pari passu as if the same constituted a single class of share) in proportion to the nominal value of the Shares held.

3.5 Capital

On a return of assets whether on a winding up or reduction of capital or otherwise (except in the case of the redemption of Shares of any class or the purchase by the Company of its own Shares) the assets and retained profits of the Company available for distribution among the members shall be applied amongst the holders of the A Shares, the B Shares and the C Shares (pari passu as if the same constituted a single class of share) in proportion to the nominal value of the Shares held.

3.6 Class rights

Whenever the capital of the Company is divided into different classes of share, no variation of the rights attaching to any class of Shares shall be effective except with:

(a) the consent in writing of the holders of not less than three-quarters in nominal value of the issued Shares of the relevant class; or

(b) the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the Shares of the relevant class. To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy and holding or representing not less than one-third in nominal value of the issued Shares of the relevant class, that every holder of Shares of the class shall be entitled on a poll to one vote for every such share held by him and that any holder of Shares of the class present in person or by proxy or (being a corporation) by a duly authorised representative may demand a poll. For the purpose of this Article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

3.7 Company Listing

In the event of a Company Listing all A Shares, B Shares and C Shares shall thereupon become a single class of ordinary voting share ranking equally in all respects.

3.8 Reserved Matters

The Company shall not without either (i) the prior consent of holders of a majority of the A Shares and of the B Shares given in writing or in such other manner as the holders of the A Shares and of the B Shares shall agree in writing from time to time or (ii) approval by holders of a majority of the A Shares and of the B Shares at a general meeting of the Company (or at separate general meetings of such classes) properly convened and held:

(a) alter or replace its memorandum or articles of association nor alter or replace the memorandum or articles of association of any of its Subsidiaries nor pass or permit any of its Subsidiaries to pass any resolution or take any measure inconsistent with their respective articles of association;

(b) sell, transfer, lease, assign, or otherwise dispose of the whole or a material part of the undertaking, property and/or assets including Intellectual Property Rights of the Company (or any interest therein or the entry into any contract so to do), or acquire any material asset or business or contract so to do (whether by a single transaction or a series of transactions) otherwise than in the ordinary and proper course of the Business or as expressly envisaged in any currently applicable Approved Business Plan;

(c) adopt any employee share option or share incentive plan, issue any unissued Shares for the time being in the capital of the Company or any Subsidiary or create or issue any new Shares in the Company or any Subsidiary otherwise than pursuant to an employee share option or share incentive plan approved in accordance with this paragraph;

(d) issue any rights or securities convertible into Shares or debentures or share warrants or options in respect of Shares or loan stock or the issue of any loan stock, loan notes or other debt instrument (other than pursuant to an employee share option or share incentive plan approved in accordance with paragraph (c) above);

(e) declare or pay any dividend or make any other distribution;

(f) make any proposal for the passing of a resolution or the making of an order for the winding up of the Company save where it is insolvent or as required by law or where the Directors would otherwise be in breach of their duties;

(g) acquire, purchase or subscribe for any shares, debentures, mortgages or securities or other interest (or any interest therein) in any company or other body or dispose of any such shares, debenture mortgages securities or other interest;

(h) create or acquire any Subsidiary or dispose of any share or interest in shares in a Subsidiary;

(i) engage or alter the terms of engagement of any employee (whether employed or to be employed by the Company or any of its Subsidiaries) whose gross rate of contractual salary and benefits would exceed £25,000 per annum or terminate the engagement of any such employee save in circumstances where the Company or the Subsidiary is entitled to dismiss the employee summarily;

(j) approve any replacement budget or business plan;

(k) approve any extension to the activities envisaged in any currently applicable Approved Business Plan or any material deviation from or amendment to any currently applicable Approved Budget or Approved Business Plan;

(l) undertake any action which is materially inconsistent with, or omit to undertake any material action which is required by any currently applicable Approved Business Plan;

(m) give any guarantee or indemnity or surety to secure the liabilities or obligations of any person (other than a wholly-owned Subsidiary in the ordinary course of business without creating a security interest);

(n) create any fixed or floating charge, mortgage or lien (other than liens or retention of title rights arising by operation of law) or other encumbrance over the whole or any part of its undertaking, property or assets (including Intellectual Property Rights);

(o) make any loan or advance or give any credit (other than normal trade credit) to any person, except for the purpose of making deposits with banks or other institutions the normal business of which includes the acceptance of deposits;

(p) dispose of or license any material Intellectual Property Rights save as expressly envisaged in any currently applicable Approved Business Plan;

(q) enter into or permit any Subsidiary to enter into any transaction or contract with any Shareholder Related Party;

(r) enter into any contract or transaction which is not in the ordinary and proper course of the business of the Company and its Subsidiaries taken as a whole or is not on arm's length terms;

(s) appoint or dismiss any Director (but this is without prejudice to the provisions of Article 12.1 in relation to A Directors and B Directors);

(t) take any major decisions relating to the initiation or conduct (including settlement) of material legal, arbitration, alternative dispute resolution or similar proceedings to which it is or would become a party;

(u) change the Company's or any of its Subsidiaries' auditors, accounting reference date, bankers or registered office;

(v) save as provided in any currently applicable Approved Budget or Approved Business Plan and for trade creditors in the ordinary course of business incur any indebtedness in excess of £5,000 in the aggregate or vary the terms and conditions of such indebtedness;

(w) save as provided in any currently applicable Approved Budget or Approved Business Plan, enter into a contract, arrangement or commitment involving expenditure on capital account, or the realisation of capital assets if the amount or the aggregate amount of the expenditure or realisation by the Company and its Subsidiaries would exceed £5,000 in any one year or in relation to any one project; for the purposes of this paragraph the aggregate amount payable under any agreement for hire, hire purchase or purchase on credit sale or conditional sale terms is to be treated as capital expenditure incurred in the year in which the agreement is entered into; and

(x) agree the terms of engagement (including salaries, fees and benefits) payable to any Directors or the subsequent variation of any such terms of engagement.

4 Unissued Shares

4.1 Subject to Article 4.3 and unless holders of a majority of the A Shares and a majority of the B Shares determine otherwise in writing any unissued Shares in the capital of the Company for the time being shall before they are issued be offered to all Shareholders in proportion as nearly as practicable to each Shareholder's proportionate holding in nominal value at that time save only that any such offer may be on terms that any Shares taken up by Shareholders who are holders of C Shares only will be automatically designated as C Shares. Such offer shall be made by notice specifying the number and class of Shares offered, the proportionate entitlement of the relevant Shareholder, the price per share and limiting a period (not being less than 30 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such period the Directors shall offer the Shares so declined to the persons who have, within the said period, accepted all the Shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any Shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such Shares. At the expiration of the time limited by the notice(s) the Directors have notified their willingness to take all or any such Shares in accordance with the terms of the offer. No Shareholder shall be obliged to take more than the maximum number of Shares he has indicated his willingness to take. Section 89(1) of the Act shall not apply to the Company.

4.2 Any Shares not accepted pursuant to Article 4.1 or not capable of being so offered except by way of fractions shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper and as the holders of a majority of the A Shares and of a majority of the B Shares shall approve in writing, provided that no Shares shall be issued at a discount and provided further that, in the case of Shares not accepted pursuant to Article 4.1, such Shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Shareholders.

4.3 Article 4.1 shall not apply to the following, the allotment of a maximum of 2,000 C Shares in aggregate to employees of the Company pursuant to or pursuant to options granted under any employee share schemes (including share option schemes) approved under Article 3.8.

5 <u>Initial authority to issue relevant securities</u>

5.1 The Directors are authorised to exercise all powers of the Company to allot relevant securities, but only if the allotment otherwise conforms to the requirements of these Articles. The maximum nominal amount of relevant securities which may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of incorporation of the Company or such other amount as may from time to time be authorised by the Company in general meeting.

5.2 The authority conferred on the Directors by this Article shall remain in force for a period of five years from the date of adoption of this Article but may be revoked, varied or renewed from time to time by the Company in general meeting in accordance with the Act.

6 <u>Transfer of Shares</u>

6.1 All transfers of Shares shall be effected by instrument in writing in any form for the time being authorised by the Stock Transfer Act 1963 (or any statutory modification or re-enactment thereof for the time being in force) or in any other form which the Directors may approve.

6.2 Save for transfers in accordance with Article 7 or 8 no sale, transfer, assignment, pledge, charge or other disposition of any Share or any interest in any Share shall be effected without the prior written consent of the holders of a majority of both the A Shares and the B Shares.

6.3 The Directors shall forthwith register any duly stamped transfer permitted or required in accordance with Articles 7 or 8 or approved in accordance with Article 6.2 and shall not have any discretion to register any transfer of Shares which has not been made in compliance with this Article.

6.4 A majority of either the A Directors or the B Directors may from time to time require any Shareholder to provide the Company with such information and evidence as they may reasonably require to ensure compliance with this Article. If a Shareholder fails to provide information or evidence in respect of any Shares registered in its name to the reasonable satisfaction of such majority within 14 days of their request, such majority may serve a notice on the Shareholder stating that the Shareholder shall not in relation to all Shares held by that Shareholder be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of Shares of that class or to receive dividends on the Shares until such evidence or information has been provided to such majority's satisfaction.

7 Permitted and Required Transfers

7.1 A Shares which are fully paid up may at any time be transferred to WJ or to any Shareholder Related Party of WJ provided that if the transferee ceases to be a Shareholder Related Party of WJ the A Shares so transferred (and any other Shares acquired in consequence of such transfer or the holding of the Shares transferred) shall be transferred within 7 days to WJ or to a company firm or person which remains a Shareholder Related Party of WJ unless holders of a majority of the B Shares agree otherwise in writing.

7.2 B Shares which are fully paid up may at any time be transferred to JW or to any Shareholder Related Party of JW provided that if the transferee ceases to be a Shareholder Related Party of JW the B Shares so transferred (and any other Shares acquired in consequence of such transfer or the holding of the Shares transferred) shall be transferred within 7 days to JW or to a company, firm or person which remains a Shareholder Related Party of JW unless holders of a majority of the A Shares agree otherwise in writing.

7.3 Where Shares are required to be transferred pursuant to Article 7.1 or 7.2 but no transfer is effected within the permitted period the holder of the Shares concerned shall be deemed to have given a Transfer Notice in respect of such Shares in accordance with Article 7.5 on the date on which the Directors become aware that a transfer under such Articles should have been effected.

7.4 If any Person subscribes or acquires C Shares pursuant to rights granted to an employee of the Company under any employee share option or management incentive scheme operated by the Company from time to time such Person

(a) if he is an employee, on ceasing to be an employee; and

(b) if not an employee on acquiring the Shares

shall, if so required in writing by the Directors at any time within 6 months after ceasing to be an employee or acquiring the Shares (as the case may be), transfer the Shares at the value determined in accordance with the following provisions of this Article to such Person(s) as the Directors shall designate and as the holders of a majority of the A Shares and of a majority of the B Shares shall approve in writing. The value at which shares shall be transferred under this Article shall be such sum as shall be agreed between the Directors and the transferor and approved by the holders of a majority of the A Shares and a majority of the B Shares or in default of such agreement and approval:

(i) save where paragraph (ii) applies, such sum as the Valuers shall, acting as experts and not as arbitrators, determine to be fair value on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Shares by virtue of the fact that they represent a minority interest and with such determination being final and binding; or

(ii) where the person transferring the Shares is an employee or has acquired the Shares pursuant to rights granted to an employee and such shares or the rights to acquire such Shares have been held for less than 5 years on the date the employee to whom the rights were granted or who originally subscribed or acquired the Shares ceased to be an employee, such sum as shall be equal to the amount paid to subscribe or acquire the Shares in question.

The provisions of Article 8.5 shall apply to transfers required under this Article 7.4.

7.5 In the case of A Shares and B Shares transfers may also be made at any time after the third anniversary of the incorporation of the Company and in the case of C Shares transfers may also be made at any time after the 6 month period in 7.4 has expired without the rights in such Article being exercised (but not prior to or during such 6 month period) in each case in accordance with the following provisions of this Article 7.5:

(a) Any person proposing to transfer Shares or any beneficial interest therein (**"the Retiring Member"**) shall, before transferring any Shares or any such interest, give a notice in writing (**"a Transfer Notice"**) to the Company that he wishes to transfer the same, and may specify in such notice the name of the proposed transferee and the price which he is prepared to accept therefor, and such Transfer Notice shall constitute the Company his agent for the sale of the Shares or interest therein mentioned (**"the Offered Shares"**) in accordance with the provisions of this Article 7.5. Where Shares of more than one class are offered a separate Transfer Notice shall be regarded as having been given in respect of each such class.

(b) A Transfer Notice once given or deemed to have been given shall not be revocable except with the consent of holders of a majority of the A Shares and of a majority of the B Shares or except as expressly permitted in this Article 7.5. A Transfer Notice given by any one of joint holders shall be binding upon all.

(c) If the Company within three months after any Transfer Notice has been given or deemed to be given notifies the Retiring Member in writing that it has found one or more members or other Persons (**"the Purchaser"**) wishing to purchase any of the Offered Shares the Retiring Member shall (subject to paragraphs (b) and (e) of this Article 7.5) be bound within twenty-eight days afterwards, upon payment of the Prescribed Price to transfer to the Purchaser the Shares which the Purchaser wishes to purchase (**"the Sold Shares"**).

(d) If the Retiring Member, after having become bound as aforesaid, fails to transfer the Sold Shares, the provisions of Article 8.5 shall apply.

(e) If within three months after receiving a Transfer Notice or deemed Transfer Notice the Company does not notify the Retiring Member in accordance with paragraph (c) of this Article 7.5, or notifies him in writing that it has been able to find a purchaser for none of the Offered Shares, then the Retiring Member may either revoke the Transfer Notice or deemed Transfer Notice or at any time within six months after giving the Transfer Notice (or the Transfer Notice being deemed to be given) transfer the Offered Shares or any of them to any person at any price not being less than the Prescribed Price. If the Retiring Member is notified in accordance with paragraph (c) of this Article that the Company has found a purchaser for some but not all of the Offered Shares then the Retiring Member may either:

(i) at any time within six months after giving the Transfer Notice (or the Transfer Notice being deemed to be given) transfer the Offered Shares or any of them to any person at any price not being less than the Prescribed Price, and may retain any of the Offered Shares not so transferred; or

(ii) transfer the Sold Shares to the Purchaser and at any time within six months after giving the Transfer Notice (or the Transfer Notice being deemed to be given) transfer the remainder of the Offered Shares or any of them to any Person at any price not being less than the Prescribed Price; or

(iii) retain all the Offered Shares and treat the Transfer Notice or deemed Transfer Notice as spent.

(f) The Prescribed Price shall be fixed in the following manner. Upon receipt of a Transfer Notice a meeting of the Board shall be convened for the purpose of fixing the Prescribed Price. If the Board unanimously resolves that the value if any fixed by the Retiring Member or any other amount subsequently agreed by the Retiring Member and the Board is the fair value of the Offered Shares, then the value so fixed shall be the Prescribed Price. If the Board does not so resolve then the Company shall request the Valuers at the Company's cost to certify in writing the sum which in their opinion is the fair value of the Offered Shares on the same basis as is specified in Article 7.4(i).

(g) The Offered Shares shall be offered by the Company in the case of A Shares to all persons holding B Shares and in the case of B Shares to all persons holding A Shares (in each case other than the Retiring Member) and in the case of C Shares to the persons holding A Shares and B Shares (as if such shares were a single class) in proportion as nearly as may be to their existing holdings of B Shares and/or A Shares as applicable. Every offer shall be made in writing specifying the number of Shares offered, limiting a time within which the offer if not accepted will be deemed to be declined and informing the offeree that if he wishes to purchase Shares in excess of that number he should enclose with his acceptance an application for the number of excess Shares he requires. Any Shares not originally offered under this paragraph because they were not capable of apportionment without fractions, and any Shares not accepted by such offerees, shall be used for satisfying rateably as nearly as may be applications for excess Shares.

(h) In any case where the legal and/or beneficial interest in any Shares passes by reason of a transfer or transmission of shares otherwise than in compliance with this Article 7.5 there shall forthwith be deemed to have been served a transfer notice pursuant to Article 7.5(a) in respect of the entire holding of such Shares and the provisions of this Article 7.5 shall apply in relation thereto save that the Prescribed Price shall be set by the Valuers pursuant to the provisions of this Article 7.5

8 <u>Transfer of shares which change control</u>

8.1 This Article 8 applies when a transfer of Shares approved by holders of a majority of the A Shares and the B Shares under Article 6.2 (and not being a transfer within Article 7 or otherwise a transfer to WJ or JW and/or their respective Shareholder Related Parties) or a purchase of own Shares by the Company would, if registered or effected, result in a Person (and that Person's Shareholder Related Parties) and any other Person who in relation to him is a connected person, as defined in section 839 of the Income and Corporation Taxes Act 1988 or with whom he is acting in concert as defined in The City Code on Takeovers and Mergers (each a "**member of the purchasing group**") holding or being entitled to acquire a majority of both of the A Shares and the B Shares in issue.

8.2 No transfer to which this Article 8 applies may be made or registered and no purchase of own Shares shall be effected which would cause the shareholdings referred to in Article 8.1 to be held unless either:

(a) it is agreed to in writing by the holders of not less than 75 per cent of each of the A Shares, B Shares and C Shares not then held by or subject to a transfer in favour of a member of the purchasing group; or

(b) the proposed transferee has made an offer to buy all the other Shares on the terms set out in Article 8.3 and the offer has closed and each accepted offer has so far as applicable been completed, unless failure to complete is the fault of the offeree.

8.3 The terms of the proposed transferee's offer unless otherwise agreed in writing by holders of not less than 75% of each of the A Shares, B Shares and C Shares not then held or subject to a transfer in favour of a member of the purchasing group shall be as follows:

(a) the offer shall be open for acceptance for at least 21 days;

(b) the consideration for each Share shall be the consideration whether in cash or Shares or other securities offered for each A Share or B Share (as the case may be) and payable at the same time and otherwise on the same terms and with the same options, the proposed transfer of which has led to the offer subject only to disregarding any adjustment made to reflect that fact that any such A Share or B Share is partly paid only and save only that where Shares are offered in exchange for C Shares such Shares may be non voting Shares having rights reasonably equivalent to the C Shares;

(c) any dispute as to the appropriate consideration for Shares under this Article 8 shall be referred for resolution by the Valuers acting as experts and not as arbitrators and whose decision shall be final and binding. The costs of any reference to the Valuers under this Article 8 shall be borne as the Valuers shall determine.

8.4 At any time within 60 days following any offer in accordance with the requirements of Articles 8.2(b) being made, the members of the purchasing group may, by serving a "Compulsory Purchase Notice" on each holder of Shares who has not accepted the offer for their Shares (a "**Minority Shareholder**"), require all the holders of such Shares to sell their Shares to one or more persons identified by the members of the purchasing group at the consideration specified or determined in accordance with Article 8.3. If any sale required to be made under this Article is not completed in accordance with its terms by the required date or dates the provisions of Article 8.5 shall apply to enable such completion to be effected.

8.5 If any holder of Shares, having become bound to transfer any Shares under Article 8.4 makes default in so doing, the Directors shall authorise some person to execute any necessary transfer of such Shares in favour of any member of the purchasing group and shall enter the name of such member of the purchasing group in the register of members as the holder of the Shares transferred to him as aforesaid. The Company shall receive any cash purchase consideration on behalf of such holders of Shares but shall not be bound to earn or pay any interest thereon. The receipt of the Company for the cash consideration shall be a good discharge to the purchaser who shall not be bound to see to the application of such cash consideration and after the name of the purchaser has been entered in the register of members in purported exercise of the foregoing powers the validity of the proceedings shall not be questioned by any person. Any consideration in Shares or securities shall be issued in the names of the relevant holders of Shares and the certificates therefor shall be forwarded to the relevant holders of Shares at its address as shown in the register of members.

9 Quorum at general meetings

9.1 The quorum at any general meeting of the Company or adjourned general meeting shall be persons present in person or by proxy who hold a majority of the A Shares and a majority of the B Shares.

9.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

9.3 If within thirty minutes (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting a quorum is not present, the meeting shall be dissolved.

10 Votes at general meetings and proxies

10.1 At a general meeting, on a show of hands every member who holds A Shares or B Shares present in person (or in the case of a corporate member by its duly authorised representative) shall have one vote and on a poll every member present in person (or in the case of a corporate member by its duly authorised representative) or by proxy shall have one vote for each A Share or B Share of which he is the holder, except that no Shares of one such class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of Shares of the other such class under a right to appoint which is a class right. In the event of equality of votes the chairman shall not have a second or casting vote.

10.2 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the Directors may approve, and the Directors may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given.

10.3 The instrument appointing a proxy and (if required by the Directors) any authority under which it is executed or a copy of the authority (certified notarially or in any other manner approved by the Directors) may be delivered to the registered office, or to some other place or to some person specified or agreed by the Directors, before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid.

11 Number and age of Directors

11.1 The number of Directors shall not be less than two. No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director by reason of his having attained any particular age. No shareholding qualification for Directors shall be required.

12 Appointment and removal of Directors

12.1 The holders of a majority of the A Shares for the time being shall be entitled to appoint one person to be a Director of the Company (any such Director so appointed being called the "**A Director**") and the holder of a majority of the B Shares for the time being shall be entitled to appoint one person to be a Director of the Company (any such Director so appointed being called the "**B Director**").

12.2 Any A Director may at any time be removed from office by the holder of a majority of the A Shares and any B Director may at any time be removed from office by the holder of a majority of the B Shares. Where such rights of removal are exercised the Shareholders exercising the rights shall indemnify the Company against all costs, claims and liabilities arising from such removal.

12.3 If the A Director or the B Director shall die or be removed from or vacate office for any cause, the holder of a majority of the A Shares (in the case of the A Director) or the holder of a majority of the B Shares (in the case of the B Director) shall as soon as practicable appoint in his place another person to be the A Director or the B Director (as the case may be).

12.4 Any appointment or removal of a Director pursuant to this Article shall be in writing and signed by or on behalf of the holder of a majority of the issued A Shares or B Shares (as the case may be) and served on the other holders of A Shares and/or B Shares (as the case may be) and on the Company at its registered office, marked for the attention of the Secretary. Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as shall be specified in such notice.

12.5 The right to appoint and to remove A Directors or B Directors under this Article shall be a class right attaching to the A Shares and the B Shares respectively.

12.6 No A Director or B Director shall be appointed or removed otherwise than pursuant to this Article, save as provided by law.

13 Appointment and removal of alternate Directors

13.1 Any director (other than an alternate director) may appoint any person (whether or not a director) to be an alternate director and may remove from office an alternate director appointed by him. In these Articles, where the context so permits, the term "A Director" or "B Director" shall include an alternate director appointed by an A Director or a B Director as the case may be.

13.2 An alternate director shall be entitled to receive notice of all meetings of the Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at such meetings at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence.

13.3 An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the director appointing him as an alternate director may by notice in writing to the Company from time to time direct.

14 Notice of board meetings

14.1 A Director may, and the secretary at the request of a director shall, call a meeting of Directors.

14.2 Notice of a meeting of the Directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the director concerned.

14.3 Regulation 88 of Table A shall be modified by the exclusion of the third sentence and the substitution of the following sentences: "Every director is given notice of a meeting, whether or not he is absent from the United Kingdom. A director may waive the requirement that notice be given to him of a board meeting, either prospectively or retrospectively".

15 Proceedings of Directors

15.1 Subject as provided in these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

15.2 The quorum at any meeting of the Directors shall be two Directors, of whom one shall be the A Director and one the B Director. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum as the A Director or the B Director (as the case may be) reflecting the designation of his appointor. No business shall be transacted at any meeting of the Directors unless a quorum is present at the commencement of the meeting and also when that business is voted on. If a quorum is not present within 30 minutes of the time for the relevant meeting as set out in the notice of meeting then the meeting shall be adjourned for 7 days and if at the adjourned meeting no quorum is present the meeting shall be dissolved.

15.3 Unless otherwise agreed by the A Director and the B Director at least 5 days notice shall be given of meetings of the Directors such notice to include an agenda for the meeting setting out in reasonable detail the matters for discussion and any supporting documentation.

15.4 A committee of the Directors must include the A Director and the B Director unless both such Directors agree otherwise. The provisions of Article 15.2 and 15.3 above shall apply equally to meetings of any committee of the Directors as to meetings of the Directors.

15.5 All or any of the Directors or members of any committee of the Directors may participate in a meeting of the Directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum as if he were so present; and accordingly, subject to Article 15.2 above, a meeting of the Directors or committee of the Directors may be held where each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

15.6 Without prejudice to the requirements of Article 3.8, at all meetings of the Directors or of any committee of the Directors matters shall be decided by a majority of votes provided that for the matter to be decided the majority must include both the A Director and the B Director. In the case of an equality of votes the chairman shall not have a second or casting vote. If at any time at or before any meeting of the Directors or of any committee of the Directors, the A Director or the B Director should request that the meeting should be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other Directors to be present or for any other reason, which he must state) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted or proceeded with at that meeting after such request has been made.

16 Directors' interests; disclosure of information

16.1 A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Act. Subject, where applicable, to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

16.2 Any A Director or B Director shall be entitled from time to time to disclose to the holders of the A Shares or (as the case may be) the holders of the B Shares such information concerning the business and affairs of the Company as he shall at his discretion see fit provided that the recipients of such information shall in the case of disclosure of confidential information be bound by an obligation of confidence with respect to it.

17 Notices; time of service

17.1 Any notice or other document may be served on or delivered to any member by the Company either personally, or by sending it by pre-paid post (air mail in the case of an address for service outside the United Kingdom) addressed to the member at his registered address or by fax to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the member, or by any other means authorised in writing by the member concerned.

17.2 In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.

17.3 Any notice or other document if given personally shall be deemed served when delivered, if sent by post, shall be deemed to have been served or delivered 48 hours after posting to an address in the United Kingdom or seven days after posting to an address outside the United Kingdom, and if sent by fax shall be deemed served when despatched. In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped and put in the post or, in the case of a fax, that such fax was duly despatched to a current fax number of the addressee.

17.4 Any requirement in these Articles or in Table A for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction.

NAMES AND ADDRESSES OF SUBSCRIBERS

William Jones
The Old Rectory
Ashmanhaugh
Norwich
Norfolk
NR12 8YP

Chartered Patent Attorney

John Francis Williams
Springall House
The Springles
East Runton
Cromer
Norfolk
NR27 9PS

Business Manager

Dated 7th November 2000

Witness to the above signature:

Witness signature:

Witness name: J TOLSON

Witness address: WHITE HOUSE
29 HEARTSEASE LANE
NORWICH NR7 9NP

Witness occupation: PERSONAL ASSISTANT