

COPY OF SPECIAL RESOLUTION

No. 2812180

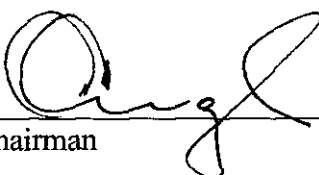
THE COMPANIES ACT 1985**COMPANY LIMITED BY SHARES****SPECIAL RESOLUTION****of ESS (CONSULTANTS) LIMITED****Passed on the 9th day of March 2001**

By a written resolution of members of the above-named company, duly passed under Section 381A of the Companies Act 1985 on the

9th day of March 2001 the following SPECIAL RESOLUTION

was passed:

That the regulations attached to this resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for, and to the exclusion of, all the existing articles thereof.


Chairman

Date 9 March 2001



COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
ESS (CONSULTANTS) LIMITED

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4/3/01

No: 2812180

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
ESS (Consultants) Limited ("the Company")
(Articles Adopted on 9th March 2001)

ADOPTION OF TABLE A

1. In these Articles "Table A" means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by any other subordinate legislation coming into operation prior to the date of adoption of these Articles.
2. (A) The regulations contained in Table A shall, except where they are excluded or modified by these Articles, apply to the Company and, together with these Articles, shall constitute the Articles of the Company.
(B) Regulations 8 to 22 (inclusive) and 57 of Table A shall not apply.

INTERPRETATION

3. References in Table A and in these Articles to writing include references to any method of representing or reproducing words in a legible and non-transitory form.
4. Save as provided in the last preceding Article, words and expressions which bear particular meaning in Table A shall bear the same respective meanings in these Articles.

ISSUE OF SHARES

5. The Directors of the Company are authorised (pursuant to Section 80 of the Act) to allot and/or grant options to subscribe for, unissued Ordinary Shares up to an aggregate nominal value of £ 98,909.00 provided that this authority unless renewed shall expire on a date 5 years from the date of adoption of these Articles.

TRANSFER OF SHARES

6. The instrument of transfer of a share shall be signed by or on behalf of the transferor and unless the share is fully paid, by or on behalf of the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
7. The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any shares.
8. (A) For the purposes of these Articles:
 - (i) the word "company" includes any body corporate;

- (ii) the expression "member of the same Group", in relation to any company, means any other company which is for the time being a holding company of such company or a subsidiary of such company or a subsidiary of a holding company of such company. The expressions "holding company" and "subsidiary" have the meanings ascribed to them respectively by Section 736 of the Act;
 - (iii) the expression "Transferor Company" means a company (other than a Transferee Company) which has transferred or proposes to transfer shares to a member of the same Group;
 - (iv) the expression "Transferee Company" means a company for the time being holding shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series);
 - (v) the expression "the Relevant Shares" means and includes (so far as the same remain for the time being held by any Transferee Company) the shares originally transferred to such Transferee Company and any additional shares issued to such Transferee Company by way of capitalisation or acquired by such Transferee Company in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred;
 - (vi) the expression "family settlement" means a settlement made by a member under which no one other than the relevant member, his spouse and issue (including issue not yet born) is a beneficiary;
 - (vii) the expression ESIP means the trustees for the time being and from time to time of any employee share incentive plan established by the Company.
- (B) Any shares may at any time be transferred by any member being a company:
- (i) to a member of the same Group as the Transferor Company; and
 - (ii) to any person with the consent in writing of all the other members of the Company.
- (C) If a Transferee Company ceases to be a member of the same Group of which the Transferor Company from which (whether directly or by a series of transfers under paragraph (B)(i) above) the Relevant Shares were derived, was a member at the time the Relevant Shares were so derived, it shall be the duty of the Transferee Company forthwith to notify the Directors in writing that such event has occurred and (unless the Relevant Shares are thereupon transferred to a member of such Group any transfer being deemed to be authorised under the foregoing provisions of this Article) the Transferee Company shall be deemed on the happening of such event to have given notice to the Company indicating its desire to dispose of the shares.
- (D) Any shares may at any time be transferred:
- (i) by an employee or Director of the Company or any of its subsidiaries to the trustees of his family settlement;
 - (ii) by the trustees of a family settlement to new trustees appointed in substitution thereof

PROVIDED that if the trust ceases to be a family settlement it shall be the duty of the relevant trustees forthwith to notify the Directors in writing that such event has occurred and such trustees shall be deemed on the happening of such event to have given notice to the Company indicating

their desire to dispose of the shares transferred to them pursuant to this Article 8(D).

- (E) Any shares may at any time be transferred or appropriated by the ESIP to any person entitled to participate under the rules of the ESIP.
9. (A) For the purposes of these Articles:
- (i) the expression "Proposing Transferor" means a company, person or persons proposing to dispose of shares;
 - (ii) the expression a "Transfer Notice" means a written notice served by a member on the Company indicating his desire to dispose of shares;
 - (iii) the expression a "Permitted Transfer" means a transfer of shares expressly authorised by Article 8;
 - (iv) the expression "the Prescribed Price" means the price per share determined in accordance with Article 12;
 - (v) the expression a "Purchaser" means a member who has indicated to the Company his willingness to purchase shares comprised in a Transfer Notice;
 - (vi) the expression "Founders" means S. P. Singh and Mrs. M. Singh, both of 42 Epping Close, Mawneys, Romford, Essex RM7 8BH as are living at the relevant date.
- (B) Except in the case of a Permitted Transfer, no transfer sale or disposal of any shares or any interest in any shares or any rights attaching thereto shall be made except that a transfer of all or part of the shares (together with all interests therein and rights attaching thereto) held by a member may be made subject to the restrictions and provisions contained in this Article 9.
- (C) Before transferring his shares the Proposing Transferor shall serve a Transfer Notice on the Company and the Transfer Notice shall constitute the Company his agent for the sale of such shares at the Prescribed Price to the Company or any member or members and the Transfer Notice shall not be recoverable except with the consent of the Directors.
- (D) Such shares shall within 14 days of the determination of the Prescribed Price in accordance with Article 12 be offered by the Company to the ESIP for purchase at the Prescribed Price. Such offer shall be made by notice in writing and shall limit the time (being not more than 30 days) within which the offer must be accepted or in default will be deemed to have been declined ("the First Acceptance Date"). The trustees of the ESIP shall be at liberty to accept some but not all of the shares so offered.
- (E) If any shares comprised in the Transfer Notice are offered in accordance with Article 9(D) and are not, on or before the First Acceptance Date, all accepted by the ESIP, such shares as are not so accepted shall within 14 days following the First Acceptance Date be offered by the Company to the Founder for purchase at the Prescribed Price. All such offers of shares shall be made by notice in writing and every such offer shall limit a time (being not more than 30 days) within which the offer must be accepted or in default will be deemed to have been declined (the Second Acceptance Date). The Founders shall be at liberty to accept some but not all of the shares so offered.
- (F) If any shares comprised in the Transfer Notice are offered in accordance with Article 9(E) and are not, on or before the Second Acceptance Date, all accepted by the Founder, such shares as are not accepted shall within 14 days following the Second Acceptance Date be offered by the Company to each member (other than the Proposing Transferor and the Founder) for purchase at the Prescribed

Price on terms that in the case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be) to their existing holding of shares. All such offers of shares shall be made by notice in writing and every such offer shall limit a time (being not more than 30 days) within which the offer must be accepted or in default will be deemed to have been declined. Any member to whom shares are offered in accordance with this Article shall be at liberty to accept some but not all of the shares so offered.

- (G) If the Company shall within the periods limited for acceptance find a Purchaser or Purchasers willing to purchase any of the shares concerned pursuant to paragraphs (D) to (F) above, it shall give notice in writing thereof to the Proposing Transferor and he shall be bound upon payment of the Prescribed Price to transfer such shares to the respective Purchasers thereof. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and at a time to be appointed by the Directors but in any event not later than fourteen days after the expiry of the time limits prescribed under paragraphs (D) to (F) above.
 - (H) If in any case a Proposing Transferor after having become bound to transfer any shares to a Purchaser shall make default in transferring the shares, the Directors shall authorise some person to execute on behalf of and as attorney for the Proposing Transferor any necessary transfers and shall receive the purchase money and will thereupon cause the name of the Purchaser to be entered in the Register as the holder of the shares and hold the purchase money in trust for the Proposing Transferor. A receipt of the Company for the purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application thereof and after the name of the Purchaser has been entered in the Register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
 - (I) If the Company shall not within the periods limited for acceptance pursuant to paragraphs (D) to (F) above find Purchasers willing to purchase all of the shares concerned the Directors shall confirm their inability to the Proposing Transferor in writing within 7 days after the expiration of such period; and advise him of the number of shares (unaccepted shares) for which Purchasers have not been found and subject to Article 7 the Proposing Transferor shall at any time within three months after the Directors have so confirmed their inability to him in writing be at liberty to transfer all the unaccepted shares to any person not being a member by way of bona fide sale at any price (hereinafter in this Article called the Third Party Price) not being less than the Prescribed Price. The Directors before registering any such transfer may require evidence that such shares are being transferred in pursuance of a bona fide sale for consideration stated in the transfer without any deduction, rebate or allowance whatsoever or howsoever made to the Purchaser. A statutory declaration by the Proposing Transferor to the effect shall be deemed to be conclusive evidence for this purpose (or where the proposing Transferor is a body corporate a duly authorised officer thereof).
10. (A) No share and no interest in or rights attaching to any share shall be held by any member as a bare nominee for or sold or disposed of to any person unless a transfer of such share to such person would rank as a Permitted Transfer. If the foregoing provisions shall be infringed such member shall be deemed to have given a Transfer Notice in respect thereof.
- (B) For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice ought or is deemed to have been given hereunder the Directors may from time to time require any 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 regarding any matter which they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is then in question) to require by notice in writing that a Transfer

Notice be given in respect of the shares concerned. If such information or evidence discloses that a Transfer Notice ought or is deemed to have been given in respect of any shares the Directors may by notice in writing require or confirm that a Transfer Notice be or has been deemed to have been given in respect of the shares concerned.

- (C) In any case where the Directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose such Transfer Notice shall (except and to the extent that a Permitted Transfer of any such shares shall have been lodged) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine.
11. (A) Any member of the Company who is an employee or Director of the Company or any of its subsidiaries shall on or at any time after ceasing for any cause to be such an employee or Director without remaining or becoming a Director or employee of the Company or any subsidiary (as the case may be), dispose of all shares held by him.
- (B) Any person, being a person who is not or has ceased to be a Director or employee of the Company or any of its subsidiaries without remaining or becoming a Director or employee of the Company or any subsidiary (as the case may be), shall on acquiring any shares in pursuance of any right or interest obtained by any such employee or Director (including the person in question) dispose of all such shares so acquired.
- (C) Accordingly in the case of (A) above such member immediately prior to his ceasing to be such a Director or employee, and in the case of (B) above such person, immediately on his acquisition of such shares, shall be deemed to have given a Transfer Notice in respect of all such shares to be disposed of as aforesaid in accordance with Article 9 of these Articles of Association.
12. Wherever in accordance with these Articles a Transfer Notice shall have or shall be deemed to have been given the Directors and the Proposing Transferor may agree a price within a period of 14 days commencing with the date the Transfer Notice is given or deemed to be given failing which the Auditors for the time being of the Company shall certify in writing the sum which is in their opinion the fair value of the shares included in the Transfer Notice as at the date the Transfer Notice is served or deemed to be served. In so certifying the said Auditors shall be acting as experts and not as arbitrators and the costs of such certification by the Auditors shall be discharged by the Company. The certification of the Auditors shall be final and binding on the parties and the Directors shall have the power to indemnify the Auditors against any claims arising from such certification.

PURCHASE OF OWN SHARES

13. Subject to the provisions of the Act, the Company may enter into or vary any contract for the purchase of all or any of its shares of any class (including any redeemable shares) and any contract under which it may, subject to any conditions, become entitled or obliged to purchase all or any of such shares and may make payments in respect of the redemption or purchase of such shares otherwise than out of distributable profits or proceeds of a fresh issue of shares. Every contract, and variation of any contract, to be entered into pursuant to this Article shall be authorised by a special resolution of the Company. Notwithstanding anything to the contrary contained in the Articles, the rights attaching to any class of shares shall not be deemed to be varied by anything done by the Company pursuant to this Article.

GENERAL MEETINGS

14. The Directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than four weeks after the receipt of the requisition. Regulation 37 of Table A shall not apply.

NOTICE OF GENERAL MEETINGS

15. Notice of any general meeting need not be given to the Directors in their capacity as such. Regulation 38 of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS

16. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the nomination, election or choice of a chairman which shall not be treated for this purpose as part of the business of the meeting. Save as otherwise provide by the next succeeding Article, two members present in person or by proxy and entitled to vote shall be a quorum for all purposes. Regulation 40 of Table A shall not apply.

VOTES OF MEMBERS

17. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and in any common form or in such other form as the Directors may approve and shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates. Regulations 60 and 61 of Table A shall not apply.

ALTERNATE DIRECTORS

18. Any Director (other than an alternate Director) may appoint any other Director, or any other person who is willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. Regulation 65 of Table A shall not apply.
19. An alternate Director shall cease to be an alternate Director if his appointor ceases for any reason to be a Director. Regulation 67 of Table A shall not apply.

POWERS OF DIRECTORS

20. Regulation 70 of Table A shall apply but subject to the proviso that if the Directors exercise the powers of the Company to borrow money then the amount for the time being remaining un-discharged of moneys borrowed shall not at any time, without the previous sanction of an ordinary resolution, exceed a sum equal to the paid up share capital of the Company, but no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.
21. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company upon such terms (including terms as to remuneration) as they may think fit and may delegate to any person so appointed any of the powers vested in or exercisable by them including power to sub-delegate. The Directors may remove any person appointed under this Article and may revoke or vary such delegation but no person dealing in good faith and without notice of any such revocation or variation shall be affected by it. Regulation 71 of Table A shall not apply.
22. The Company may exercise all powers conferred by the Act with regard to having any official seal and such powers shall be vested in the Directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine.

DELEGATION OF DIRECTORS' POWERS

23. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. Regulation 72 of Table A shall be modified accordingly.

NUMBER OF DIRECTORS

24. The maximum number of Directors shall be three unless altered pursuant to a special resolution and there shall be a minimum of one Director. Regulation 64 of Table A shall not apply.

APPOINTMENT AND REMOVAL OF DIRECTORS

25. The Directors shall not be required to retire by rotation and accordingly Regulations 73 to 77 inclusive and 80 of Table A shall not apply to the Company and accordingly in Regulation 78 of Table A the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted and in Regulation 79 of Table A the second and third sentences thereof shall be deleted.
26. 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.

DIRECTORS' GRATUITIES AND PENSIONS

27. The Directors may exercise all the powers of the Company to provide benefits either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any Director or former Director or the relations, connections or dependents of any Director or former Director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any body corporate and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No Director or former Director shall be accountable to the Company or the members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company. Regulation 87 of Table A shall not apply.
28. The Directors may by resolution exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

PROCEEDINGS OF DIRECTORS

29. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of Section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with that section. Subject where applicable to such disclosure, a Director shall be entitled to vote in respect of any such contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. Regulations 94 to 96 (inclusive) of Table A shall not apply.

NOTICES

30. Any notice or other document may be served on or delivered to any member by the Company either personally or by sending it by post in a prepaid envelope or wrapper addressed to the member at his registered address, or by leaving it at that address addressed to the member, or by any other means authorised in writing by the member concerned. 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. Regulation 112 of Table A shall be modified accordingly.

31. Any notice or other document, if sent by post, shall be deemed to have been served or delivered on the day following that on which it was put in the post and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so left. Regulation 115 of Table A shall not apply.
32. Any notice or other document may be served on or delivered to any person or persons entitled to a share in consequence of the death or bankruptcy of a member by the Company in any manner which would be permitted by the Articles if the person or persons concerned were a member or were members and either addressed to him or them by name or by the title of representatives of the deceased or trustee of the bankrupt or by any like description at the address (if any) within the United Kingdom supplied by him or them for that purpose. Until such address has been supplied a notice or other document may be served on or delivered to the person so entitled in any manner in which it might have been served or given if death or bankruptcy had not occurred. Regulation 116 of Table A shall not apply.

INDEMNITY

33. Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against liability incurred by him as such Director or other officer or auditor in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability. Regulation 118 of Table A shall not apply.