

**THE COMPANIES ACT 1985 AND 1989**

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**COMPANY LIMITED BY GUARANTEE**

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**MEMORANDUM OF ASSOCIATION**

OF

**LONAP LIMITED**

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1. The name of the company (hereinafter called “the Company”) is “Lonap Limited”.
2. The registered office of the Company will be situate in England and Wales.
3. (1) The Company is established:
  - (a) to provide efficient interconnectivity for the United Kingdom Internet; and
  - (b) to promote the interests of its members;and it is hereby declared that the objects of the company as specified above shall be separate and distinct objects of the company and shall not be in any way limited by reference to any other paragraph of this Clause or the order in which the same occur or the name of the Company.
- (2) In the furtherance of the said objects but not further or otherwise the Company shall have the following powers :
  - (a) to purchase, lease, hire or otherwise acquire, and also (subject to such consents (if any) as may for the time being be imposed or required by law) sell, mortgage, lease, grant licenses, easements and other rights over, exchange or otherwise deal with or dispose of any real or personal

property (including any estate or interest therein) for the purposes of the Company;

- (b) to rent, build, construct, endow, furnish, equip, execute, carry out, improve, work, alter, administer, maintain, manage, insure or control buildings and premises for industrial and commercial use and to contribute to or assist in any of the aforesaid activities with a view to the promotion or carrying out of the objects of the Company;
- (c) to borrow and raise money upon banking account or otherwise and to secure or discharge any debt or obligation of or binding upon the Company by the issue of or upon bonds, debentures, bills of exchange, promissory notes, mortgages, charges or such other obligations or securities as the Company may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (d) to acquire (whether beneficially or as trustee) by gift, devise, bequest, purchase, lease, hire or otherwise any real or personal property in the United Kingdom (including any estate or interest therein and any rights or privileges necessary or desirable for any of the purposes of the Company) and whether or not any of the same shall be subject to any liability and to retain any property so acquired or acquired otherwise in the state in which it may be at the time of such acquisition or (subject to such consents (if any) as may for the time being be imposed or required by law) to sell, lease, call in, convert into money, dispose of or otherwise deal with all or any part of the same in such manner as shall further the objects of the Company;
- (e) either with or without security, to give financial assistance by way of loans, donations or subscriptions or otherwise to any individual, firm or company for the purpose of furthering the objects of the Company;
- (f) to compile, print, publish or otherwise disseminate or procure the compilation, printing, publication or other dissemination gratuitously or otherwise of any reports, journals, periodicals, books, newspapers, pamphlets, leaflets or other forms of literature or documents and to broadcast, televise or to make and issue or otherwise show films and video tapes or to procure the broadcasting,

televising or the making, issuing and showing of films and video tapes in furtherance of the objects of the Company;

- (g) to establish, undertake and execute any trusts which may lawfully be undertaken by the Company and are directly ancillary to its objects;
- (h) to establish, finance and manage in the United Kingdom any body, association or organisation (whether incorporated or unincorporated) to carry out the objects herein set out;
- (i) to take all such steps as shall from time to time be necessary for the purpose of promoting the objects of the Company and for procuring contributions by way of donations, subscriptions, devises, bequests and in any other manner from time to time permitted by law;
- (j) generally to obtain, collect and receive money and raise funds and to invite and receive contributions from any persons or organisations (whether incorporated or unincorporated and including Government departments and Local Authorities) by way of subscription donation (including deeds of covenant) and otherwise;
- (k) to establish, promote or encourage the formation of or to affiliate, amalgamate, support, combine or co-operate and exchange information with any other firm of company and to liaise, communicate, co-operate or co-ordinate with any public body, local or governmental authority, professional body, company, committee or other organisation in all or in any parts of the world in furtherance of the objects of the Company;
- (l) to subscribe, underwrite, purchase, or otherwise acquire, and to hold, dispose of, and deal with, any shares or other securities or investments of any nature whatsoever, and any options or rights in respect thereof or interests therein;
- (m) subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law to transfer any property whether real or personal to any individual, firm or company whether for some specific object or purpose or for a general object or purpose;

- (n) generally to aid and to receive aid from any individual, firm or company in furtherance of the objects or any of the objects of the Company;
  - (o) to guarantee or give indemnities or provide security (whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) of the Company) for any borrowing by or the performance of the contracts or obligations of any individual, firm or company;
  - (p) to employ, hire, or otherwise obtain and to pay reasonable and proper remuneration to the officers, employees and professional advisers of the Company and any other person or persons for the objects of the Company or any of them;
  - (q) to make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
  - (r) to draw, make, accept, endorse, discount, negotiate, execute and issue, and to buy, sell and deal with bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments or securities and to operate bank accounts;
  - (s) to invest the moneys of the Company not immediately required for its purposes in or upon any investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
  - (t) to do all such other things as may be considered to be incidental or conducive to any of the above objects.
4. The income and profits of the Company, however, derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum or Association and no portion of this shall be paid or transferred directly or indirectly by way of dividend, bonus or other distribution to the members of the Company.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member,

or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges, and expenses of winding-up the same, and for the adjustment of the right of the contributories among themselves, such amount as may be required, not exceeding £1.

7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to the then current members of the Company in proportion to the annual fees received by the Company from the member within the then current financial year.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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REDNET LIMITED  
6 Cliveden Office Village  
Lancaster Road  
High Wycombe  
Buckinghamshire  
HP12 3YZ

Signed for and on behalf of  
REDNET LIMITED

.....

Director

Member

NILDRAM LIMITED  
23a High Street  
Tring  
Hertfordshire  
HP23 5AH

Signed for and on behalf of  
NILDRAM LIMITED

.....

Director

Member

CERBERNET LIMITED  
21 Denmark Street  
London  
WC2H 8NE

Signed for and on behalf of  
CERBERNET LIMITED

.....

Director

Member

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DATED this                      day of                      1998

WITNESS to the above signatures :