



Please do not
write in this
binding margin



Please comply to
legibly, preferably
in black type, or
bold block
lettering

*Insert full name
of Company

†Please indicate
whether you are
a Solicitor of
the Supreme
Court (or in
Scotland 'a
Solicitor')
engaged in the
formation of the
company, or
a person named
as director or
secretary of the
company in the
statement
delivered under
section 21 of the
Companies Act
1976

THE COMPANIES ACTS 1948 TO 1980

Declaration of compliance with the requirements on application for registration of a company

Form No 11a

41a

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

[] [] [] [] [] [] [] [] [] []

1655859

Name of Company

PROCESS AUTOMATION & COMPUTER SYSTEMS LIMITED

I, Robert Hughes Gaskin

of 39, Fawcett Road,

Southsea Hants.

do solemnly and sincerely declare that I am a person named as director of the Company
in the statement delivered under section 21 of the Companies Act 1976

of

PROCESS AUTOMATION & COMPUTER SYSTEMS LIMITED

and that all the requirements of the Companies Acts 1948 to 1980
in respect of the registration of the said company
and of matters precedent and incidental thereto have been complied with.

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

Declared at Plymouth

Signature of Declarant

the 14 day of June

One thousand nine hundred and eighty two

before me

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

Commissioner for Oaths

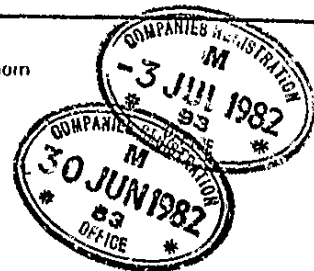
R. W. Castle LL.M.

Presenter's name, address and
reference (if any):

For official use

New companies section

Post room



THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

PROCESS AUTOMATION & COMPUTER SYSTEMS LIMITED

1655859/3

1. The name of the Company is "Process Automation & Computer Systems Limited"
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-

- (A) i. To carry on the business of buying, selling, importing, exporting, repairing and maintaining hiring or otherwise dealing in computers, micro-processors, computer equipment and ancillary equipment of every and any sort; to establish and maintain and carry on the businesses of employment and personnel consultants, particularly with regard to computer management and executive personnel; to supply computer technical staff and other assistants of all kinds upon such terms as thought fit and to undertake and transact agency work of any kind and to supply and lend assistants for that purpose
- ii. To carry on the business of providing data processing, computer, accounting and mailing services and to act as advisers, contractors and consultants on all matters connected with the operation and use of computers, to buy, and sell computer time; to undertake data preparation programming and processing, system analysis and the operation of computers and to offer these services to any company, corporation, person or body.

*Roberts Reg
See prev. ems*



*Mayds
655206*

**330
(41)*

- (B) To carry on any other trade or business whatsoever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with or ancillary to any of the above businesses or the general business of the Company.
- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (D) To erect, construct, lay down, enlarge, alter, and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction, and maintenance of any of the above.
- (E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertaking the Company is interested, whether directly or indirectly.
- (H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (I) To make advances to customers and others with or without security and upon such terms as the Company may approve, and to guarantee the liabilities, obligations and contracts of customers and others, and the dividends, interest and capital of the shares stocks or securities or any Company of or in which this Company is a member or is otherwise interested.

- (J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club, or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (M) To pay for any property or rights acquired by the Company either in cash or fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend repayment of capital, voting or otherwise, or by any securities which the Company has the power to issue or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, 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 or special rights or restrictions in respect of dividend, repayment of capital, voting 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, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (O) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or persons carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.
- (P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets, and liabilities of this company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company

- (Q) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purpose of the Company.
- (R) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (S) To distribute among the members in specie any property of the Company or proceeds of sale or disposal 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.
- (T) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors, or otherwise and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (U) To do all such other things as are incidental or conducive to the above objects or any of them.
4. The liability of the members is limited
5. The share capital of the Company is £100 ✓ divided into 100 shares of £1 each.

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 and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names

Names addresses and descriptions of subscribers	Number of shares taken by subscribers
---	---------------------------------------

Robert Hughes Gaskin 39, Fawcett Road, Southsea Hampshire	Chartered Secretary one ordinary
---	----------------------------------

Delphine Thirza Mary Gaskin 39, Fawcett Road, Southsea Hampshire	Secretary one ordinary
--	------------------------

Dated this *fourteenth* day of *June* 19*82*

Witness to the above signatures

R. Leach (Ret'd)
39, Fawcett Road,
Southsea Hampshire.

R. Leach (Ret'd)

THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

PROCESS AUTOMATION & COMPUTER SYSTEMS LIMITED

1655859 / 4

1. Subject as hereinafter provided, the regulation contained in Part 1 of Table A, in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A") shall apply to the Company ✓
2. Regulations 24, 53, 75 and 88 of Part 1 of Table A shall not apply to the Company.

SHARES

3. The shares 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 on such conditions as they think proper, subject to the provisions of the next following Article and provided that no shares shall be issued at discount, except as provided by Section 57 of the Act.
4. The Company in General Meeting may direct that any ordinary shares for the time being unissued and any new shares from time to time to be created shall, before they are issued, be offered to the members or to any class of members. If any such direction is given, such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles dispose of the same in such manner as they think most beneficial to the Company, and the Directors may, in like manner, dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.
5. The instrument of transfer of a fully paid share need not be executed by or on behalf of the transferee and regulation 22 of Part 1 of Table A shall be modified accordingly.
6. The proviso to regulation 32 of Part 1 of Table A shall be omitted.

LIEN

7. In regulation 11 of Part 1 of Table A the words "(not being a full paid share)" and "(other than fully paid shares)" shall be omitted.

DIRECTORS

8. Unless and until otherwise determined by the Company in General Meeting, the number of Directors shall not be less than one nor more than five.
9. If and so long as there shall be one Director only he shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these Articles and the regulations of Table A shall be construed accordingly.
10. A Director may at any time appoint any other person (being a Director or person approved for that purpose by the Directors) to act as Alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such appointment. An Alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of Table A and to these presents with regard to the Directors. An Alternate Director shall be entitled to receive notices of all Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director. Provided that if a Director retires by rotation and is re-elected by the Meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. Where a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointer such Alternate Director shall have one vote for each appointer whom he represents in addition to his vote as Director. Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment and such instrument shall only take effect on the service thereof at the registered office of the Company. The remuneration of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.
11. The words "in General Meeting" shall be inserted after the words "unless the Company" in regulation 78 of Table A Part 1.
12. It shall not be necessary for Directors to sign their name in the minute book and Clause 86 of Part 1 of Table A shall be modified accordingly.
13. A Director may vote in respect of any contract or arrangement in which he is interested and be counted in the quorum present at any meeting at which any such contract or arrangement is proposed or considered, and if he shall so vote his vote shall be counted. This Article shall have effect in substitution for paragraphs (2) and (4) of Regulation 84 of Table A Part 1 which paragraphs shall not apply to the Company.

14. The Company shall not be subject to section 185 of the Act and accordingly any person may be appointed or elected as a Director whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.

GENERAL MEETING AND RESOLUTIONS

15. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act 1948 as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which a Member is entitled to receive shall be sent to the Auditor for the time being of the Company.
16. Clause 54 in Part 1 of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum"
17. A resolution in writing may consist of two or more documents in like form each signed by one or more of the Members.

BORROWING POWERS

18. The Directors may exercise all the powers of the Company to borrow money without limit as to the amount and upon such terms and in such manner as they think fit, and to mortgage or charge its undertaking property and uncalled capital, or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party, Clause 79 in Part 1 of Table A shall not apply to the Company

ACCOUNTS

19. The accounts and other documents to be prepared by the Directors under Clause 126 in Part 1 of Table A shall be prepared in accordance with Section 148, 150 and 157 of the Companies Act 1948 as amended by Section 16 to 22 inclusive of the Companies Act 1967 and as further amended by Part 1 of the Companies Act 1976.

INDEMNITY

20. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948
- (b) Accordingly, Clause 136 in Part 1 of Table A shall not apply to the Company.

Names, addresses and descriptions of Subscribers

Robert Hughes Gaskin
39, Fawcett Road,
Southsea Hants

Chartered Secretary

Delphine Thirza Mary Gaskin
39, Fawcett Road,
Southsea, Hants

Secretary

D. Gaskin

Dated the *fourteenth* of *June* 1982

Witness to the above signatures

R. Leach (Ret'd)
39, Fawcett Road,
Southsea Hants.

R. Leach (Ret'd)

1

THE COMPANIES ACTS 1948 TO 1976

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

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering* delete if
inappropriate

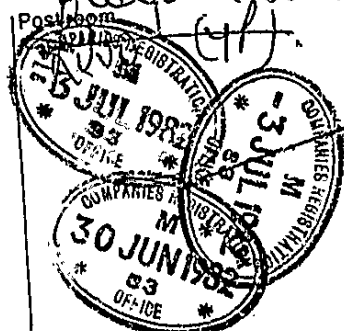
Company number

1655859

Name of Company

PROCESS AUTOMATION & COMPUTER SYSTEMS

Limited*

The intended situation of the registered office of the company
on incorporation is as stated below39, Fawcett Road,
Southsea Hants.If the memorandum is delivered by an agent for the subscribers of
the memorandum please mark 'X' in the box opposite and insert the
agent's name and address belowROBERTS REGISTRATION SERVICES LIMITED
39 FAWCETT ROAD
SOUTHSEA, HANTS. PO4 0EE
(0704) 28018If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statementPresenter's name, address and
reference (if any):For official use
General section

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin

Name (note 2)	ROBERT HUGHES GASKIN	Business occupation	
Former name(s) (note 3)		Nationality	Chartered Secretary
Address (note 4)	ROBERTS REGISTRATION SERVICES LIMITED 39 FAWCETT ROAD SOUTHSEA, HANTS. PO4 9BZ (0705) 28013	Date of birth (where applicable) (note 6)	BRITISH
Particulars of other directorships (note 5)			
see list			
I hereby consent to act as director of the company named on page 1			
Signature		Date 14-6-82	

Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Please do not
write in this
binding margin



Important

The particulars
to be given are
those referred to
in section
21(2)(b) of the
Companies Act
1976 and section
203(3) of the
Companies Act
1948. Please
read the notes
on page 4 before
completing this
part of the form.

The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	ROBERTS REGISTRATION SERVICES LIMITED 39 FAWCETT ROAD	
Former name(s) (note 3)	SOUTHSEA, HANTS. PO4 0BZ	
Address (notes 4 & 7)	(0705) 28012	
I hereby consent to act as secretary of the company named on page 1		
Signature	<i>D. Gashini</i> ROBERTS REGISTRATION SERVICES LIMITED 39 FAWCETT ROAD SOUTHSEA, HANTS. PO4 0BZ (0705) 28012	Date 14-6-82

Name (notes 2 & 7)		
Former name(s) (note 3)		
Address (notes 4 & 7)		
I hereby consent to act as secretary of the company named on page 1		
Signature		Date

* as required by
section 21(3) of
the Companies
Act 1976

Signed by or on behalf of the subscribers of the memorandum*

† delete as
appropriate

Signature	<i>[Signature]</i>	[Subscriber] [Agent]†	Date 14-6-82
Signature	<i>D. Gashini</i>	[Subscriber] [Agent]†	Date 14-6-82

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1655859

I hereby certify that

PROCESS AUTOMATION & COMPUTER SYSTEMS LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as
a private company and that the Company is limited.

Given under my hand at Cardiff the 2ND AUGUST 1982

A handwritten signature in dark ink, appearing to read 'E. V. Jones', written over a horizontal line.

Assistant Registrar of Companies

A

Company number

1655859

For official use

		6
--	--	---

Name
Registered
office
address

PROCESS AUTOMATION AND
COMPUTER SYSTEMS LIMITED
1-2 THE AVENUE
SOUTHAMPTON

2

No fee payable

The Companies Act 1948 to 1976

Notice of accounting reference date

Pursuant to section 2 (1) of the Companies Act 1976

To the Registrar of Companies

Notes*Delete if
inappropriatePlease complete
in block letters
in bold black ink
or type.**Important**The Accounting
reference date to be
entered alongside should
be completed as in the
following examples:31 March —
Day Month

3	1	0	3
---	---	---	---

5 April —
Day Month

0	5	0	4
---	---	---	---

31 December
Day Month

3	1	1	2
---	---	---	---

†Delete as appropriate

Name of Company

PROCESS AUTOMATION AND COMPUTER SYSTEMS

Limited*

hereby gives you notice in accordance with subsection (1) of
Section 2 of the Companies Act 1976 that the accounting
reference date on which the company's accounting reference
period is to be treated as coming to an end in each
successive year is as shown below:

Please mark X in the box
below if a public company

Company number

Day Month

1655859				3	1	0	7
---------	--	--	--	---	---	---	---

Signed

Date

28/1/83

†Director/Secretary

For official use only

Presenter's
name and ref:

Data punch	General section	Post room

McCOLL & CROW
CHARTERED ACCOUNTANTS

RAYMOND F. CROW, F.C.A.
MICHAEL A. HOPPER, F.C.A.
J. LESLIE MARSTON, F.C.A., F.C.C.A., A.T.I.I.
ALAN WILLIAMS, A.C.A.

CONSULTANT: GAVIN M. MCCOLL, F.C.A., F.T.I.I.

1655859
1. 2 & 3 The Avenue
Southampton 10

TELEPHONE 31871/2/3

SO1 2SR

AND AT

275A LYMINGTON ROAD, HIGHCLIFFE-C.I.-SEA, BH23 5EB TELEPHONE 3974

JLM/RS/DMS

8th March, 1984.

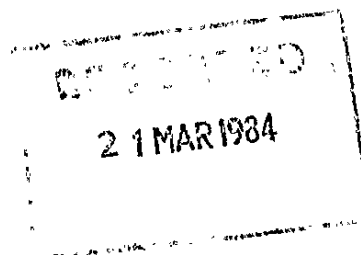
The Directors,
Process Automation and Computer Systems Limited,
Depedene Cottage,
Southampton Road,
Dibden,
Southampton,
SO4 5TA.

Dear Sirs,

We hereby resign as auditors of the above company and confirm that we know of no matters concerning the company that should be brought to the shareholders or creditors attention.

Yours faithfully,

McCull Crow



THE COMPANIES ACTS 1948 TO 1976

A

Notice of new accounting reference date given after the end of an accounting reference period

Pursuant to section 3 (2) of the Companies Act 1976

3a

Please do not write in this binding margin

To the Registrar of Companies

For official use

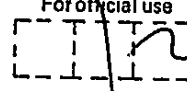
Company number

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

*delete if inappropriate

Note

Please read notes 1 to 5 overleaf before completing this form



1655859

Name of company

PROCESS AUTOMATION AND COMPUTER SYSTEMS

Limited *

hereby gives you notice in accordance with section 3 (2) of the Companies Act 1976 that the company's new accounting reference date on which the previous accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Day Month

3	1	1	2
---	---	---	---

†delete as appropriate

The previous accounting reference period of the company is to be treated as ~~[shortened]~~ [extended]† and [is to be treated as having come to an end] ~~[will come to an end]~~† on

Day Month Year

3	1	1	2	1	9	8	4
---	---	---	---	---	---	---	---

‡delete as appropriate

The company is a [subsidiary] ~~[holding company]~~‡ of

KBC PROCESS AUTOMATION LIMITED

, company number 1749537

the accounting reference date of which is 31ST DECEMBER

§delete as appropriate

Signed

[Director] [Secretary]§ Date 25/1/85

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

BRISTOWS COOKE & CARMAEL
10, LINCOLNS INN FIELDS
LONDON WC2A 3BP.

Ref: 329/D

For official use
Data punch

Post room



Company No. 1655859

COMPANIES ACTS 1948 to 1981

Company limited by shares

SPECIAL RESOLUTIONS

of

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(passed the 4th day of January, 1985)

At an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company duly convened and held at KBC House, Churchfield Road, Weybridge, Surrey on the 4th day of January, 1985 the following resolutions were duly passed as Special Resolutions:

SPECIAL RESOLUTIONS

1. That each of the 100 Ordinary Shares of £1 each in the capital of the Company currently in issue and each of 200 of the unissued Ordinary Shares of £1 each in the capital of the Company be converted into one "A" Ordinary Share of £1 each AND THAT each of the 600 remaining unissued Ordinary Shares of £1 in the capital of the Company be converted into one "B" Ordinary Share of £1 each AND THAT the respective rights and privileges attached to the "A" Ordinary Shares and the "B" Ordinary

13 MAR 1985

Shares shall be as provided in the new Articles of Association to be adopted by the Resolution set out below.

2. That the Articles of Association contained in the document submitted to the Meeting and for the purpose of identification initialled by the Chairman be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

Dated this 4th day of January 1925.

.....
B.D. Neve (Director)

We Certify this to be a
true copy of the original

Sit Edith Capel. Sit Erle & Capel.
BRISTOWS, COOKE & CARPMAEL
23 Jan 85

1655859
[Signature]
[Signature]

COMPANIES ACTS 1948 to 1980

ARTICLES OF ASSOCIATION
of

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(Adopted by Special Resolution)

Passed on 4th January 1985)

PRELIMINARY

1. The Company shall be a private company within the meaning of the Companies Act, 1948 and subject as hereinafter provided the clauses contained or incorporated in Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A"), shall apply to the Company.
2. Clauses 3, 4, 22, 58, 60, 71, 75, 76, 77, 84(2), 89 to 94 inclusive, 98, 100, and 106 to 109 inclusive of Table A shall not apply to the Company, but the the Articles hereinafter contained together with the remaining clauses of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.



SHARES

3. Unless otherwise agreed in writing by all the holders for the time being of the "A" Ordinary Shares, and the "B" Ordinary Shares :-

(1) All shares created after the date of adoption of these Articles shall be of a nominal amount of £1 each and all such shares and all shares unissued at the date of adoption of these Articles shall before issue be offered for subscription in the first instance to the holders of the "A" Ordinary Shares and to the holders of the "B" Ordinary Shares respectively in proportion as nearly as the circumstances will admit to the total numbers of the "A" Ordinary Shares and the "B" Ordinary Shares respectively then in issue and as between the several holders of shares of each such class in proportion as nearly as the circumstances will admit to the numbers of shares of the class then held by each of them respectively. At the expiration of the time limit specified by such offer for the acceptance of such shares, the balances of any shares offered to the holders of shares of a class but not so accepted will be deemed to be declined and shall be offered for subscription to holders of Ordinary Shares who have accepted all the shares offered to them in

proportion as nearly as may be to the number of Ordinary Shares held by them respectively.

- (2) Any such offer as aforesaid shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (not being less than 28 days unless the member to whom the offer is to be made otherwise agrees) within which the offer if not accepted will be deemed to be declined.
- (3) Any shares issued in accordance with an offer made under this Article to a person who is already a holder of "A" Ordinary Shares in respect of his holding of "A" Ordinary Shares shall be designated as "A" Ordinary Shares and shall accordingly be subject to such of the provisions of these Articles as are applicable to the "A" Ordinary Shares; any shares issued in accordance with an offer made under this Article to a person who is already a holder of "B" Ordinary Shares in respect of his holding of "B" Ordinary Shares shall be designated as "B" Ordinary Shares and shall accordingly be subject to such of the provisions of these Articles as are applicable to the "B" Ordinary Shares;
- (4) Subject as aforesaid and to any directions which may be given by all the holders for the time being of the "A" Ordinary Shares and the "B" Ordinary

Shares any unissued shares shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as they may think proper, provided that no shares shall be issued at a discount except as provided by Section 57 of the Act or at a price lower than that at which such shares were offered to the holders of existing shares pursuant to the preceding provisions of this Article.

- (5) Subject to this Clause the Directors are unconditionally authorised for the purposes of Section 14 of the Companies Act 1980 to allot shares to the amount of the authorised but unissued share capital of the Company for the time being at any time or times during the period of five years from the date of the adoption of these Articles of Association. In accordance with Section 17(9) and 18 of the Companies Act 1980 sub-sections (1), (5) and (6) of said Section 17 shall be excluded from applying to the Company.

4. Subject to the provisions of Part III of the Companies Act 1981 the Company may

- (1) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder;

- (2) purchase its own shares (including any redeemable shares);
- (3) make a payment in respect of the redemption or purchase, under Section 45 or (as the case may be) Section 46 of the Companies Act 1981 and the relevant power (1) or (2) above, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by Section 54 of the Companies Act 1981.

MODIFICATION OF RIGHTS

- 5. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may not be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, without the consent in writing of the holders of three-fourths of the issued shares of that class, or the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall mutatis mutandis, apply, except that the necessary quorum shall be one person at least holding or representing by proxy one third in

nominal amount of the issued shares of the class, and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

LIEN

6. The lien conferred by Clause 11 of Table A shall extend to all shares whether fully paid or not and in respect of any liability to the Company of the registered holder or holders of such shares.

SHARE CAPITAL AND RIGHTS

7. (1) The capital of the company at the date of adoption of this regulation is £900 divided into 300 "A" Ordinary Shares of £1 each and 600 "B" Ordinary Shares of £1 each.

(2) The "A" Ordinary Shares and the "B" Ordinary Shares shall be separate classes of shares but save as hereinafter otherwise provided shall carry the same rights and privileges and shall rank pari passu in all respects.
8. In the case of a winding-up of the Company the assets available for distribution among the members shall

(subject to any rights which may be created on an increase of capital) be applied:-

- (1) First in or towards the repayment pro rata of the amounts (including any premium) respectively paid on the "A" Ordinary Shares and the "B" Ordinary Shares
- (2) Secondly, as to the balance (if any) remaining after the repayment in full of the amounts (including any premium) respectively paid on the "A" Ordinary Shares and the "B" Ordinary Shares, in dividing such balance among the holders of the "A" Ordinary Shares and the "B" Ordinary Shares in such a manner that each such holder shall receive such proportion of the said balance as the number of "A" Ordinary Shares and "B" Ordinary Shares held by him bears to the total number of "A" Ordinary Shares and "B" Ordinary Shares for the time being in issue.

9. Unless otherwise agreed in writing by all the holders for the time being of the "A" Ordinary shares and the "B" Ordinary Shares each holder of "A" Ordinary Shares and "B" Ordinary Shares shall be entitled to receive by way of dividend upon his holding of such shares in respect of any financial period such proportion of the total amount declared by way of dividend upon all the "A" Ordinary shares and the "B" Ordinary Shares held by

him at the end of such period bears to the total number of "A" Ordinary shares and "B" Ordinary shares in issue at the end of such period.

TRANSFER OF SHARES

10. (1) Subject to Article 11 of these Articles and unless in any particular case all the holders for the time being of the "A" Ordinary Shares and the "B" Ordinary Shares otherwise agree in writing none of the shares of the company shall be transferred and the directors shall not register any transfer of any shares of the Company except pursuant to this Article.
- (2) Every holder of "A" Ordinary shares and "B" Ordinary Shares who wishes to transfer any of his shares or to dispose of any interest therein (such holder being hereinafter referred to as a "Vendor") shall serve on the Directors of the Company a notice in writing of his wish so to do accompanied by the relevant share certificates. Such notification (hereinafter called the "Transfer Notice") shall state the number and class of shares which the Vendor desires to transfer or dispose of and shall constitute the Directors his agents for the sale of such shares (hereinafter called "the Sale Shares") at the fair value thereof as hereinafter determined. A Transfer Notice once

given or deemed to be given shall not be revocable except with the consent of the Directors.

- (3) The shares comprised in any Transfer Notice (hereinafter called "the Sale Shares") shall be offered to the members (other than the Vendor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the Offer Notice") within seven days after the receipt by the Directors of the Transfer Notice. The Offer Notice shall state the price per share specified in the Transfer Notice and shall invite each member to state in writing within 14 days from the date of the Offer Notice whether he is willing to purchase the Shares comprised in the Offer Notice. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The Offer Notice shall further invite each Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively provided that no member shall be obliged to take

more shares than he shall have applied for. If there are any shares which shall not be capable without fractions of being offered to the members in proportion to their existing shareholdings the same shall be transferred to the members or some of them in such proportions or in such manner as the Directors may think fit.

- (4) The directors shall on the expiry of the 14 day period set out in paragraph (3) above give notice to the Vendor of the numbers of Sale Shares members are willing to purchase. If the Directors shall have found members willing to purchase some but not all of the Sale Shares, the Vendor may within 21 days of the receipt of such notice from the Directors give a counter-notice in writing to the Directors withdrawing the Transfer Notice. If the Directors shall under paragraph (3) above of this Article have found members willing to purchase all the Sale Shares or if no such counter-notice shall have been given by the Vendor within the aforesaid period the Vendor shall be bound upon receipt of the price per share specified in the Transfer Notice, to transfer the Sale Shares (or such of the same for which the Directors shall have found purchasers) to the purchasing members specified by the Directors in accordance with this Article.

- (5) If the Vendor makes default in so transferring the Sale Shares, the Company shall receive and give a good discharge for the purchase money on behalf of the Vendor but shall not be bound to earn or pay interest thereon and the Directors shall authorise some person to execute transfers of the Sale Shares in favour of the purchasing members and shall enter the names of the purchasing members in the Register of Members as the holders of such of the Sale Shares as shall have been transferred to them as aforesaid.
- (6) If the Vendor shall serve a counter notice on the Directors in accordance with paragraph (4) he shall be at liberty to sell and transfer all or any of the Sale Shares not so sold as aforesaid at any time within the six months following the counter notice to any person or persons provided that such shares shall not be disposed of on terms which are more favourable to the purchasers thereof than the terms on which they were offered to the Members.
- (7) For the purpose of ensuring that a transfer of Sale Shares is duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder the Directors may require any member, the legal personal representatives of a deceased member, the trustee of a bankrupt member or the liquidator of any

corporate member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request or if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the Directors shall be entitled to serve a transfer notice in respect of the "A" Ordinary Shares or "B" Ordinary Shares concerned seeking transfer at a fair value and the provisions of these Articles shall take effect accordingly.

- (8) For the purposes of this Article the fair value shall be such price as the Auditors of the Company acting as experts and not as arbitrators shall certify to be in their opinion the fair value of the Sale Shares on the basis of an arms length transaction as between a willing vendor and a willing purchaser.
- (9) Any shares of one class transferred to a Member in consequence of their being offered to him by virtue of his holding of shares of another class shall automatically on the registration of the transfer to him of such shares be redesignated and converted

into shares of the same class as the shares by virtue of which the offer was made.

11. (1) The provisions of Article 10 of these Articles shall not apply in the case of a member being a body corporate, to any transfer to a member of the same group or any person who is a member of or otherwise beneficially interested in the share capital of that body corporate.

(2) For the purposes of this Article:-

(a) where shares have been transferred under paragraph (1) above (whether directly or by a series of transfers thereunder) from a body corporate ("the Transferor Company" which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group ("The Transferee Company") otherwise than under a scheme of reconstruction or amalgamation whereunder the Transferor Company is placed in liquidation and the Transferee Company acquires the whole or the major part of its undertaking and assets, and subsequently the Transferee Company ceases to be a Member of the Same Group as the Transferor Company, it shall be the duty of the Transferee Company to notify the Directors in writing that such

event has occurred, and (unless after such event the Relevant Shares are transferred to the Transferor Company or a Member of the Same Group as the transferor company and any such transfer only being deemed to be authorised under paragraph (1) above) the Transferee Company shall be bound, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of the Relevant Shares;

- (b) "a Member of the Same Group" means a company which is for the time being a holding company of the Transferor Company or a subsidiary of the Transferor Company or of any such holding company or a company acquiring the whole or the major part of the undertaking and assets of the Transferor Company under a scheme of reconstruction or amalgamation whereunder the Transferor Company is placed in liquidation;
- (c) "the Relevant Shares" means and includes (so far as the same remain for the time being held by the Transferee Company) the shares originally transferred and any additional shares issued or transferred to or the Transferee Company, by virtue of the holding of the Relevant Shares or any of them or the membership they conferred.

12. The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor and in the case of shares which are not fully paid up, the instrument of transfer shall in addition be signed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

PROCEEDINGS AT GENERAL MEETINGS

13. The words "within the United Kingdom" shall be omitted in Clause 49 of Table A.
14. The words "the appointment of and" shall be omitted in clause 52 of Table A.
15. the words "twenty one" shall be substituted for the word "thirty" in Clause 57 of Table A.
16. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless before or immediately following the declaration of the result of the show of hands a poll is demanded by the Chairman or any other Member present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, (whether unanimously or by a particular majority), or lost and an entry to that effect made in

the book containing the minutes of the proceedings of the Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

17. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall not be entitled to a second or casting vote.

18. A proxy shall be entitled to vote on a show of hands and Clause 62 of Table A shall be modified accordingly.

19. Any such resolution in writing as is referred to in Clause 73A of Table A may consist of several documents in a like form each signed by one or more of the members (or their duly authorised representatives) in that clause referred to. In the case of a corporation a Director or the Secretary thereof shall be deemed to be a duly authorised representative for this purpose.

DIRECTORS

20. (1) Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than two but the continuing Directors may act notwithstanding any vacancy in their body, provided that if the number of Directors be less than the prescribed minimum the remaining Director or Directors shall forthwith appoint an additional Director or additional

Directors to make up such minimum or shall convene a General Meeting of the Company for the purpose of making such appointment. If there be no Director or Directors able or willing to act then any two shareholders may summon a General Meeting for the purpose of appointing Directors. Any additional Director so appointed shall (subject to the provisions of Section 184 of the Act and these regulations) hold office only until the dissolution of the Annual General Meeting of the Company next following such appointment unless he is re-elected during such meeting.

- (2) (a) The holders of a majority in nominal value of the issued "A" Ordinary Shares shall be entitled in respect of every £100 in nominal value of "A" Ordinary Shares for the time being in issue at any time and from time to time by notice in writing addressed to the Company to appoint any one person to be a Director and in like manner to remove any such Director from office (each such Director being hereinafter referred to as an "A" Director).

(b) The holders of a majority in nominal value of the issued "B" Ordinary Shares shall be entitled in respect of every £100 in nominal value of "B" Ordinary Shares for the time being in issue at any time and from time to time by notice in writing addressed to the Company to appoint any one person

to be a Director and in like manner to remove any such Director from office (each such Director being hereinafter referred to as a "B" Director).

(c) In these Articles each of the "A" Directors and the "B" Directors is included in the expression "Director" and they are collectively referred to as "Class Directors", and are included in the expression "Directors".

21. Unless all the holders for the time being of the "A" Ordinary Shares and the "B" Ordinary Shares otherwise agree in writing no fees shall be paid to the Directors by way of Directors' fees.

22. The Directors shall be entitled to be repaid all reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors including any expenses incurred in attending meetings of the Board or of committees of the Board or General Meetings and if in the unanimous opinion of the Board of Directors it is desirable that any of their number shall make any special journeys or perform any special services on behalf of the Company or its business, such Director or Directors may be paid such reasonable additional remuneration and expenses therefor as the Directors may from time to time unanimously determine.

23. A person may be appointed a Director notwithstanding that he has attained the age of seventy years and no Director shall be liable to vacate office by reason only of his having attained that or any other age.
24. (1) Clause 95 in Table A shall be ended at the words "shall then be eligible for re-election" and the succeeding words shall not apply to the Company; and
- (2) Clause 97 in Table A shall be ended at the words "additional director" and the succeeding sentence shall not apply to the Company.
25. A Director shall not be required to hold any share qualification; his office as Director shall entitle him to attend and speak but not vote at any General meeting of the Company.
26. (1) Any Director may by notice in writing signed by him and deposited with the Company appoint an Alternate Director to act on his behalf during his absence and may by similar notice in writing signed by him and deposited with the Company revoke such appointment. Such Alternate Director must be either a Director of the Company or a person approved by all the Directors for the time being of the Company. Every Alternate Director shall during the period of his appointment be entitled to notice of

Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat accordingly, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as Director.

- (2) In addition to his own vote or votes (if he is a Director), an Alternate Director shall have as many votes as those exercisable by each Director he represents, but he shall not be counted more than once in the quorum.

27. A Director may be interested directly or indirectly in any

contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Clause 84 of Table A shall be amended accordingly.

BORROWING POWERS OF DIRECTORS

28. The proviso to Clause 79 of Table A shall be omitted.

PROCEEDINGS OF DIRECTORS

29. (1) The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Director. Not less than 14 days notice shall be given to all the Directors and Alternate Directors of any meeting of the Directors unless all the Directors otherwise agree.
- (2) Questions arising at any meeting shall be decided by a majority of votes. Each Director shall have one vote save that in the event that and for as long as the number of Class Directors appointed pursuant to Article 20 shall be less than the number permitted by that Article the number of votes accorded to each Class Director shall be equal (fractions included) to the number of Class Directors of the same Class who may be appointed pursuant to Article 20 divided by the number of Class Directors of that class actually appointed.

- (3) In the case of an equality of votes the Chairman shall not have a second or casting vote.

30. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held and may consist of several documents in a like form each signed by one or more of the Directors.

MANAGING OR EXECUTIVE DIRECTORS

31. (1) The Directors may from time to time appoint one or more of their number to an executive office (including that of Managing Director, Manager or any other salaried office) for such period and (subject to paragraph (2) of this Article) upon such terms as shall be thought fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed as a Managing Director shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) ipso facto cease to be a Managing Director if he ceases from any cause to be a Director.

- (2) The Managing Director, Manager or other executive officer as aforesaid shall receive such

remuneration, whether by way of salary, commission or participation in profits or otherwise.

- (3) The Directors may entrust to and confer upon a Managing Director, Manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions with such restrictions as they think fit and may from time to time withdraw, alter or vary all or any of such powers.

32. The Directors may grant gratuities, pensions or annuities or other allowances, including allowances on death or sickness during service, to any person or to the widow, relatives or dependants or any person (as the Directors may think fit) in respect of services rendered by such person to the Company as Managing Director, Manager, Executive or in any other employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company, and may make payments towards insurances or trusts for such purposes in respect of such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such persons.

CAPITALISATION OF PROFITS

33. Clause 128 of Table A shall be altered by inserting after the words "the directors shall give effect to such resolution" the words "but so that on any occasion when shares are allotted and distributed credited as fully paid up as aforesaid the shares allotted to holders of "A" Ordinary Shares in respect of their holdings of "A" Ordinary Shares shall be of a nominal amount of £1 each and shall forthwith on allotment automatically stand converted into "A" Ordinary Shares and the shares allotted to holders of "B" Ordinary Shares in respect of their holdings of "B" Ordinary Shares shall be of a nominal amount of £1 each and shall forthwith on allotment automatically stand converted into "B" Ordinary Shares.

SEAL

34. In Clause 113 of Table A the words "or by some other person appointed by the Directors for the purpose" shall be omitted.
35. (1) Clause 131 of Table A shall be modified by the deletion of the first sentence therein and the substitution of the following: "A notice may be given by the Company to any member either

personally or by sending it by post to him at the address, if any, whether within or outside the United Kingdom supplied by him to the Company for the giving of notice to him or (if he shall not have supplied any such address) his registered address".

(2) Clause 133 of Table A shall be modified by the substitution of the words "whether within or outside the United Kingdom" for the words "within the United Kingdom".

(3) In paragraph (a) of Clause 134 of Table A all words other than "every member" shall be deleted.

INDEMNITY

36. Subject to the provisions of Section 205 of the Act and in addition to such indemnity as is contained in Clause 136 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him or or about the execution and discharge of the duties of his office.

We Certify this to be a
true copy of the original

Bristows Cooke & Carpmael
BRISTOWS, COOKE & CARPMAEL

Company No. 1655859

COMPANIES ACTS 1948 to 1983

Company limited by shares

ORDINARY RESOLUTION

of

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(passed the 4th day of January, 1985)

At an EXTRAORDINARY GENERAL MEETING OF THE Members of the
above-named Company duly convened and held at KBC House,
Churchfield Road, Weybridge, Surrey on the 4th day of
January, 1985 the following resolution was duly passed as an
Ordinary Resolution:

ORDINARY RESOLUTION

That the authorised share capital of the Company
be increased from £100 to £900 by the creation of
800 Ordinary Shares of £1 each ranking pari passu
in all aspects with the existing shares of the
Company.

Bristows Cooke & Carpmael

Bristows Cooke & Carpmael,
10, Lincoln's Inn Fields,
London, WC2A 3BP.

Solicitors to the Company



THE COMPANIES ACTS 1948 TO 1976

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

10

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use Company number

115

1655859

Name of Company

PROCESS AUTOMATION AND COMPUTER SYSTEMS

Limited*

*delete if
inappropriate*delete as
appropriate

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by [ordinary]

~~extraordinary~~ resolution of the company dated 4th January, 1985

the nominal capital of the company has been increased by the addition thereto of the sum of

£ 800.00 beyond the registered capital of £ 100.00

Note

*This notice and a
printed copy of
the resolution
authorising the
increase must be
forwarded to the
Registrar of
Companies
within 15 days
after the passing
of the resolutionA printed copy of the resolution authorising the increase is forwarded herewith
The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
200	A	£1.00
600	B	£1.00

(If any of the new shares are preference shares state whether they are redeemable or not)
The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follows:

Ranking pari passu in all respects save that the holders of a majority in nominal value of each issued class of Ordinary Shares shall be entitled in respect of every £100 in nominal value of Ordinary Shares of that class for the time being in issue to appoint any one person to be a Director and in like manner to remove any such Director from office.

Please tick here if
continued overleaf
☐
*delete as
appropriate

Signed

~~Director~~ ~~Secretary~~ Date

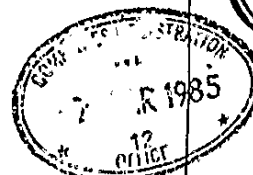
25/1/85

Presenter's name, address and
reference (if any):Bristows Cooke & Carpmael,
10, Lincolns Inn Fields,
London, WC2A. 3BP.

Ref: 329/D

For official use
General section

Post room



G

Please do not
write in this
binding margin



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

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appropriate

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appropriate

Note

This notice and a
printed copy of
the resolution
authorising the
increase must be
forwarded to the
Registrar of
Companies within
15 days after the
passing of the
resolution

THE COMPANIES ACTS 1948 TO 1981

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

Form No. 1

10

To the Registrar of Companies

For official use

Company number

24

1655859

Name of company

PROCESS AUTOMATION AND COMPUTER SYSTEMS

Limited*

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by [ordinary]
~~[extraordinary]~~~~[special]~~ resolution of the company dated 17TH MARCH 1986
the nominal capital of the company has been increased by the addition thereto of the sum of
£ 299,100 beyond the registered capital of £ 900

A printed copy of the resolution authorising the increase is forwarded herewith
The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
299,100	Ordinary	£1.

(If any of the new shares are preference shares state whether they are redeemable or not)
The conditions (eg. voting rights, dividend rights, winding-up rights, etc.) subject to which the
new shares have been or are to be issued are as follows:

To rank in all respects pari passu with the
existing share capital of the company.

Please tick here if
continued overleaf



~~delete as~~
appropriate

Signed

[Director][Secretary] Date

21-4-86

Presenter's name, address and
reference (if any): 2436

MILNE ROSS
CHARTERED ACCOUNTANTS
53 EDEN STREET
KINGSTON UPON THAMES
SURREY KT1 1BW

For official use
General section



44
Company No. 1655859

Companies Act 1985

Company Limited By Shares

Process Automation and Computer Systems Limited

At an Extraordinary General Meeting of the above-named company duly convened and held on the 17th March 1986 the following Resolution was duly proposed and passed as an Ordinary Resolution :-

ORDINARY RESOLUTION

That the authorised share capital of the Company be increased to £300,000 by the creation of 299,100 additional ordinary shares of £1 each.

Dated this 17th day of March 1986

Signed
[Signature]

Company Secretary



Companies Act 1985

Company Limited by Shares

Process Automation and Computer Systems Limited

At an Extraordinary General Meeting of the above-named company duly convened and held on the 17th March 1986 the following Resolution was duly proposed and passed as a Special Resolution:-

SPECIAL RESOLUTION

That the amended Articles of Association a copy of which was produced to the meeting initialled by the Chairman for the purpose of identification only be henceforth adopted as the Articles of Association of the Company.

Dated this 17th day of March 1986

Signed *[Signature]*

Company Secretary



15-2-62

[Signature]

COMPANIES ACTS 1948 to 1985

ARTICLES OF ASSOCIATION
of
PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(As amended by Special Resolution)
(Passed on [17th March] 1986)

PRELIMINARY

1. The Company shall be a private company within the meaning of the Companies Act, 1948 and subject as hereinafter provided the clauses contained or incorporated in Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A"), shall apply to the Company.
2. Clauses 22, 58, 60, 71, 75, 76, 77, 84(2), 89 to 94 inclusive, 98, 100 and 106 to 109 inclusive of Table A shall not apply to the Company, but the Articles hereinafter contained together with the remaining clauses of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

[Signature]

SHARES
When all the directors of the Company are in unanimous agreement they
3(A) ~~The Directors~~ shall have unconditional authority to allot,
grant options over, offer or otherwise deal with or dispose
of any relevant securities or other *of the Company*

to such persons, at such times and generally on such terms and conditions and carrying such rights or being subject to such restrictions as the Directors may determine. The authority hereby conferred shall, subject to section 80(7) of the Companies Act 1985, be for a period expiring on the day of 17~~th~~ th April 1991 unless renewed, varied or revoked by the Company in General Meeting, and the maximum amount of relevant securities which may be allotted pursuant to such authority shall be the authorised but as yet unissued share capital of the Company as at the date of the adoption of this Article.

3(B) The Directors shall be entitled under the authority conferred by sub-paragraph (A) of this Article or under any renewal thereof to make at any time prior to the expiry of such authority any offer or agreement which would or might require relevant securities of the Company to be allotted after the expiry of such authority.

4. Subject to the provisions of Part III of the Companies Act 1981 the Company may

(1) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder;

(2) purchase its own shares (including any redeemable shares);

(3) make a payment in respect of the redemption or purchase, under Section 45 of (as the case may be) Section 46 of the Companies Act 1981 and the relevant power (1) or (2) above, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by Section 54 of the Companies Act 1981.

MODIFICATION OF RIGHTS

5. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may not be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, without the consent in writing of the holders of three-fourths of the issued shares of that class, or the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall mutatis mutandis, apply, except that the necessary quorum shall be one person at least holding or representing by proxy one third in nominal amount of the issued shares of the class, and that the holders of shares of the class shall, or a poll, have one vote in respect of every share of the class held by them respectively.

LIEN

6. The lien conferred by Clause 11 of Table A shall extend to all shares whether fully paid or not and in respect of any liability to the Company of the registered holder or holders of such shares.


SHARE CAPITAL AND RIGHTS

7.* (1) The capital of the company at the date of adoption of this regulation is £900 divided into 300 "A" Ordinary Shares of £1 each and 600 "B" Ordinary Shares of £1 each.

(2) The "A" Ordinary Shares and the "B" Ordinary Shares shall be separate classes of shares but save as hereinafter otherwise provided shall carry the same rights and privileges and shall rank pari passu in all respects.

*Distinction between "A" and "B" shares abolished by Special Resolution dated 1986.

Existing shares of £1 each subdivided into 1-7 shares of 1/7 each by Ordinary Resolution dated 1986.

Authorized share capital increased to £ 800,000 by the creation of [2000] ordinary shares of ' 1 ' 1 each by Ordinary Resolution dated 1986. 

TRANSFER OF SHARES

8. (1) Subject to Article 9 of these Articles none of the shares of the Company shall be transferred and the directors shall not register any transfer of any shares of the Company except pursuant to this Article.

(2) Every holder of Ordinary Shares who wishes to transfer any of his shares or to dispose of any interest therein (such holder being hereinafter referred to as a "Vendor") shall serve on the Directors of the Company a notice in writing of his wish so to do accompanied by the relevant share certificates. Such notification (hereinafter called the "Transfer Notice") shall state the number and class of shares which the Vendor desires to transfer or dispose of and shall constitute the Directors his agents for the sale of such shares (hereinafter called "the Sale Shares") at the fair value thereof as hereinafter determined. A Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors.

(3) The shares comprised in any Transfer Notice (hereinafter called "the Sale Shares") shall be offered to the members (other than the Vendor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the Offer Notice") within seven days after the receipt by the Directors of the Transfer Notice. The Offer Notice shall state the price per share specified in the Transfer Notice and shall invite each member to state in writing within 14 days from

the date of the Offer Notice whether he is willing to purchase the Shares comprised in the Offer Notice. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The Offer Notice shall further invite each member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively provided that no member shall be obliged to take more shares than he shall have applied for. If there are any shares which shall not be capable without fractions of being offered to the members in proportion to their existing shareholdings the same shall be transferred to the members or some of them in such proportions or in such manner as the Directors may think fit.

(4) The Directors shall on the expiry of the 14 day period set out in paragraph (3) above give notice to the Vendor of the numbers of Sale Shares members are willing to purchase. If the Directors shall have found members willing to purchase some but not all of the Sale Shares, the Vendor may within 21 days of the receipt of such notice from the Directors give a counter-notice in writing to the Directors withdrawing the Transfer Notice. If the Directors shall under paragraph (3) above of this Article have found members willing to purchase all the Sale Shares or if

no such counter-notice shall have been given by the Vendor within the aforesaid period the Vendor shall be bound upon receipt of the price per share specified in the Transfer Notice, to transfer the Sale Shares (or such of the same for which the Directors shall have found purchasers) to the purchasing members specified by the Directors in accordance with this Article.

(5) If the Vendor make default in so transferring the Sale Shares, the Company shall receive and give a good discharge for the purchase money on behalf of the Vendor but shall not be bound to earn or pay interest thereon and the Directors shall authorise some person to execute transfers of the Sale Shares in favour of the purchasing members and shall enter the names of the purchasing members in the Register of Members as the holders of such of the Sale Shares as shall have been transferred to them as aforesaid.

(6) If the Vendor shall serve a counter notice on the Directors in accordance with paragraph (4) he shall be at liberty to sell and transfer all or any of the Sale Shares not so sold as aforesaid at any time within the six months following the counter notice to any person or persons provided that such shares shall not be disposed of on terms which are more favourable to the purchasers thereof than the terms on which they were offered to the members.

(7) For the purpose of ensuring that a transfer of Sale Shares is duly authorised hereunder or that no circumstances

have arisen whereby a Transfer Notice is required to be given hereunder the Directors may require any member, the legal personal representatives of a deceased member, the trustee of a bankrupt member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request or if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the Directors shall be entitled to serve a transfer notice in respect of the Ordinary Shares concerned seeking transfer at a fair value and the provisions of these Article shall take effect accordingly.

(8) For the purposes of this Article the fair value shall be such price as the Auditors of the Company acting as experts and not as arbitrators shall certify to be in their opinion the fair value of the Sale Shares on the basis of an arms length transaction as between a willing vendor and a willing purchaser.

(9) Any shares of one class transferred to a member in consequence of their being offered to him by virtue of his holding of shares of another class shall automatically on the registration of the transfer to him of such shares be redesignated and converted into shares of the same class as the shares by virtue of which the offer was made.

9. (1) The provisions of Article 8 of these Article shall not apply in the case of a member being a body corporate, to any transfer to a member of the same group or any person who is a member of or otherwise beneficially interested in the share capital of that body corporate.

(2) For the purposes of this Article:-

(a) where shares have been transferred under paragraph (1) above (whether directly or by a series of transfers thereunder) from a body corporate ("the Transferor Company" which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group ("the Transferee Company") otherwise than under a scheme of reconstruction or amalgamation whereunder the Transferor Company is placed in liquidation and the Transferee Company acquires the whole or the major part of its undertaking and assets, and subsequently the Transferee Company ceases to be a Member of the Same Group as the Transferor Company, it shall be the duty of the Transferee Company to notify the Directors in writing that such event has occurred and (unless after such event the Relevant Shares are transferred to the Transferor Company or a Member of the Same Group as the Transferor Company and any such transfer only being deemed to be authorised under paragraph (1) above) the Transferee Company shall be bound, if and

when required in writing by the Directors so to do, to give a Transfer Notice in respect of the Relevant Shares;

- (b) "a Member of the Same Group" means a company which is for the time being a holding company of the Transferor Company or a subsidiary of the Transferor Company or of any such holding company or a company acquiring the whole or the major part of the undertaking and assets of the Transferor Company under a scheme of reconstruction or amalgamation whereunder the Transferor Company is placed in liquidation;
- (c) "the Relevant Shares" means and includes (so far as the same remain for the time being held by the the Transferee Company) the shares originally transferred and any additional shares issued or transferred to or the Transferee Company, by virtue of the holding of the Relevant Shares or any of them or the membership they conferred.

10. The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor and in the case of shares which are not fully paid up, the instrument of transfer shall in addition be signed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

PROCEEDINGS AT GENERAL MEETINGS

11. The words "within the United Kingdom" shall be omitted in Clause 49 of Table A.

12. The words "the appointment of and" shall be omitted in Clause 52 of Table A.

13. The words "twenty one" shall be substituted for the word "thirty" in Clause 57 of Table A.

14. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless before or immediately following the declaration of the result of the show of hands a poll is demanded by the Chairman or any other member present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried (whether unanimously or by a particular majority), or lost and an entry to that effect made in the book containing the minutes of the proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall not be entitled to a second or casting vote.

15. A proxy shall be entitled to vote on a show of hands and Clause 62 of Table A shall be modified accordingly.

16. Any such resolution in writing as is referred to in Clause 73A of Table A may consist of several documents in a like form each signed by one or more of the members (or their duly authorised representatives) in that clause referred to. In the case of a corporation a Director or the Secretary thereof shall be deemed to be a duly authorised representative for this purpose.

DIRECTORS

17. (1) Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than two but the continuing Directors may act notwithstanding any vacancy in their body, provided that if the number of Directors be less than the prescribed minimum the remaining Director or Directors shall forthwith appoint an additional Director or additional Directors to make up such minimum or shall convene a General Meeting of the Company for the purpose of making such appointment. If there be no Director or Directors able or willing to act then any two shareholders may summon a General Meeting for the purpose of appointing Directors. Any additional Director so appointed shall (subject to the provisions of Section 184 of the Act and these regulations) hold office only until the dissolution of the Annual General Meeting of the Company next following such appointment unless he is re-elected during such meeting.

18. Unless all the holders for the time being of the Ordinary Shares otherwise agree in writing no fees shall be paid to the Directors by way of Directors' fees.

19. The Directors shall be entitled to be repaid all reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors including any expenses incurred in attending meetings of the Board or of committees of the Board or General Meetings and if in the unanimous opinion of the Board of Directors it is desirable that any of their number shall make any special journeys or perform any special services on behalf of the Company or its business, such Director or Directors may be paid such reasonable additional remuneration and expenses therefor as the Directors may from time to time unanimously determine.

20. A person may be appointed a Director notwithstanding that he has attained the age of seventy years and no Director shall be liable to vacate office by reason only of his having attained that or any other age.

21. (1) Clause 95 in Table A shall be ended at the words "shall then be eligible for re-election" and the succeeding words shall not apply to the Company; and

(2) Clause 97 in Table A shall be ended at the words "additional director" and the succeeding sentence shall not apply to the Company.

22. A Director shall not be required to hold any share qualification; his office as Director shall entitle him to attend and speak but not vote at any General Meeting of the Company.

23. (1) Any Director may by notice in writing signed by him and deposited with the Company appoint an Alternate Director to act on his behalf during his absence and may by similar notice in writing signed by him and deposited with the Company revoke such appointment. Such Alternate Director must be either a Director of the Company or a person approved by all the Directors for the time being of the Company. Every Alternate Director shall during the period of his appointment be entitled to notice of Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat accordingly, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as Director.

(2) In addition to his own vote or votes (if he is a Director), an Alternate Director shall have as many votes as those exercisable by each Director he represents, but he shall not be counted more than once in the quorum.

24. A Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated

in respect of any office or place of profit (other than the office of Auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Clause 84 of Table A shall be amended accordingly.

BORROWING POWERS OF DIRECTORS

25. The proviso to Clause 79 of Table A shall be omitted.

PROCEEDINGS OF DIRECTORS

26. (1) The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Not less than 14 days notice shall be given to all the Directors and Alternate Directors of any meeting of the Directors unless all the Directors otherwise agree.

(2) Questions arising at any meeting shall be decided by a majority of votes. Each Director shall have one vote save that in the event that and for as long as the number of Class Directors appointed pursuant to Article 17 shall be less than

the number permitted by that Article the number of votes accorded to each Class Director shall be equal (fractions included) to the number of Class Directors of the same class who may be appointed pursuant to Article 17 divided by the number of Class Directors of that class actually appointed.

(3) In the case of an equality of votes the Chairman shall not have a second or casting vote.

27. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held and may consist of several documents in a like form each signed by one or more of the Directors.

MANAGING OR EXECUTIVE DIRECTORS

28. (1) The Directors may from time to time appoint one or more of their number to an executive office (including that of Managing Director, Manager or any other salaried office) for such period and (subject to paragraph (2) of this Article) upon such terms as shall be thought fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed as a Managing Director shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) ipso facto cease to be a Managing Director if he ceases from any cause to be a Director.

(2) The Managing Director, Manager or other executive officer as aforesaid shall receive such remuneration, whether by way of salary, commission or participation in profits or otherwise.

(3) The Directors may entrust to and confer upon a Managing Director, Manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions with such restrictions as they think fit and may from time to time withdraw, alter or vary all or any of such powers.

29. The Directors may grant gratuities, pensions or annuities or other allowances, including allowances on death or sickness during service, to any person or to the widow, relatives or dependants or any person (as the Directors may think fit) in respect of services rendered by such person to the Company as Managing Director, Manager, Executive or in any other employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company, and may make payments towards insurances or trusts for such purposes in respect of such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such persons.

SEAL

30. In Clause 113 of Table A the words "or by some other person appointed by the Directors for the purpose" shall be omitted.

31. (1) Clause 131 of Table A shall be modified by the deletion of the first sentence therein and the substitution of the following: "A notice may be give by the Company to any member either personally or by sending it by post to him at the address, if any, whether within or outside the United Kingdom supplied by him to the Company for the giving of notice to him or (if he shall not have supplied any such address) his registered address".

(2) Clause 133 of Table A shall be modified by the substitution of the words "whether within or outside the United Kingdom" for the words "within the United Kingdom".

(3) In paragraph (a) of Clause 134 of Table A all words other than "every member" shall be deleted.

INDEMNITY

32. Subject to the provisions of Section 205 of the Act and in addition to such indemnity as is contained in Clause 136 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him on or about the execution and discharge of the duties of his office.

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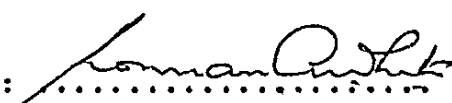
SPECIAL RESOLUTIONS
of
PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

No. 1655859

At an Extraordinary General Meeting of the above-named company duly convened and held at 35 Basinghall Street, London EC2 on Wednesday, 13th August, 1986 the following resolutions were duly passed as special resolutions.

1. That, subject to the passing of resolution 2 below, the authorised share capital of the Company presently comprising £300,000 divided into 300,000 Ordinary Shares of £1 each be redesignated as 208,959 Unclassified Shares of £1 each, 71,041 A Ordinary Shares of £1 each and 20,000 B Ordinary Shares of £1 each, the issued share capital (comprising 71,041 Ordinary Shares of £1 each) being redesignated as A Ordinary Shares of £1 each, each such class of shares having attached thereto the rights set out in the Articles of Association to be adopted pursuant to resolution 2 below
2. That the Articles of Association contained in the document submitted to this meeting and signed for the purposes of identification by the Chairman hereof be approved and adopted as the new Articles of Association of the Company is substitution for and to the entire exclusion of all existing Articles of Association of the Company.

Signed:


Chairman

2-10-86

No. 1655859

This is a true copy
E. J. Khan

THE NEW ARTICLES

ARTICLES OF ASSOCIATION

of

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(Adopted by Special Resolution passed on
13th August, 1986)

TABLE A

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as altered by any enactment coming into operation prior to the date of adoption of these Articles of Association, (such Regulations as so altered being hereinafter called "Table A") shall, except where the same are excluded or varied by or inconsistent with these Articles of Association, apply to the Company.

BUSINESS

2. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they may consider expedient and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may consider it expedient not to commence or proceed with the same.

UNISSUED SHARE CAPITAL

3. Subject to any statutory provision, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine provided that no share shall be issued otherwise than fully paid or credited as fully paid. Section 89(1) and Section 90(1) to (6) of the Companies Act 1985 shall not apply to the allotment by the Company of any equity security as defined by Section 94(a) of that Act.

4. The Directors are by this Article authorised to exercise all powers of the Company to allot all relevant securities (within the

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meaning of Section 80 of the Companies Act 1985): such authority shall be unconditional and for the exercise of such power generally: the maximum amount of relevant securities that may be the subject of allotment under such authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the date of adoption of these Articles: unless renewed, such authority will expire on the date five years from the date immediately preceding that on which the resolution adopting these Articles is passed: save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot the relevant securities in pursuance of such offer or agreement accordingly: the amount of a relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for, or to convert any security into, shares in the Company mean the nominal amount of shares in the Company which would be required to satisfy such right (assuming full exercise).

SHARE CAPITAL

5. The authorised share capital of the Company at the date of the adoption of these Articles is £300,000 divided into 71,041 "A" Ordinary Shares of £1 each, 20,000 "B" Ordinary Shares of £1 each and 208,959 unclassified shares of £1 each. The "A" Ordinary Shares and the "B" Ordinary Shares shall be separate classes of shares, but, save as hereinafter expressly provided, shall rank pari passu in all respects and are hereinafter together referred to as the "Ordinary Shares". Subject to Article 14, the Company may by Special Resolution redesignate any "A" Ordinary Share as a "B" Ordinary Share, any "B" Ordinary Share as an "A" Ordinary Share and any unclassified share as an "A" Ordinary Share or a "B" Ordinary Share.

6. The Ordinary Shares shall entitle the holders thereof to the special rights and subject them to the restrictions and provisions following, namely:-

(a) The "A" Ordinary Shares shall confer the right on the holders of a majority thereof for the time being issued by notice in writing signed by them and left at the registered office of the Company to appoint up to 9 Directors and at any time and from time to time by like notice to remove any such person so appointed and to appoint any other person to be a Director in place of any Director so removed or in place of any Director vacating office in any way and so appointed by them. Any Director so appointed shall be an "A" Director.

(b) The "B" Ordinary Shares shall confer -

(i) on the holders thereof the right in a winding-up of the Company or on a return of capital which shall

commence or be made or declared within three calendar years from the date of adoption of these Articles to the payment, in priority to any payment to the holders of the "A" Ordinary Shares, of an aggregate amount (to be paid to the holders of the "B" Ordinary Shares pari passu and rateably) equal to the sum of the par value of the issued "B" Ordinary Shares and that proportion of the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "B" Ordinary Shares and, subject to the payment to the holders of the "A" Ordinary Shares in respect of each "A" Ordinary Share held by them of an aggregate amount equal to the sum paid in respect of each of the issued "B" Ordinary Shares pursuant to the foregoing provisions of this Article 6(b)(i), the "B" Ordinary Shares thereafter shall rank pari passu and rateably with the "A" Ordinary Shares; and

- (ii) on the holders of a majority thereof for the time being issued (provided that the "B" Ordinary Shares for the time being issued represent not less than 10 per cent. of the Ordinary Shares then in issue and fully paid) the right by notice in writing signed by them and left at the registered office of the Company to appoint one Director and at any time and from time to time by like notice to remove any such person so appointed and to appoint any other person to be a Director in place of any Director so removed or in place of any Director vacating office in any way and originally so appointed by them; any Director so appointed shall be a "B" Director and shall receive a fee of not less than £7,500 per annum (such fee to be reviewed annually) plus any reasonable expenses.

SHARE CERTIFICATES

7. Every person whose name is entered in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgment of transfer, as he may direct, either one certificate for all his shares or several certificates each for one or more of his shares. Regulation 6 of Table A shall be read and construed accordingly.

TRANSFER OF SHARES

8. The instrument of transfer of a share shall be signed by or on behalf of the transferor, 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.

9. The Directors shall refuse to register any proposed transfer of a share:-

- (i) other than a transfer made pursuant to or permitted by the provisions of Articles 8 to 13 hereof; or
- (ii) where the transferor is a party to a Subscription Agreement (the "Subscription Agreement") dated 13th August, 1986 and made between, inter alios, (1) Brian Douglas Neve, Dr Peter John Lawrence and the other shareholders named therein, (2) Royal Life Insurance Limited, BP Pension Trustees Limited and Business Application of Science and Engineering International Limited (the "Investors") and (3) the Company and the transfer is not accompanied by an undertaking under seal by the proposed transferee to all the other parties to such Agreement in a form satisfactory to such parties undertaking to adhere to and to be bound in the same manner as the proposed transferor by the terms and conditions (including Clause 9 and Clause 10) of the Subscription Agreement.

10. (A) Subject to the provisions of Article 9, a Member may (subject as hereinafter provided) at any time transfer any of his shares:-

- (i) to a member of the same group;
- (ii) to any other person with the consent in writing of all the other Members of the Company; or
- (iii) to a Privileged Relation.

For the purposes of these Articles:-

- (a) "a member of the same group" means a company which is for the time being a holding company of the transferor company or a subsidiary of the transferor company or of any such holding company; and the expressions "holding company" and "subsidiary" have the meanings ascribed to them in Section 736 of the Companies Act 1985; and
- (b) "Privileged Relation" means and includes a spouse and any children (including adopted children) and any descendent of any such children and any trustee or trustees of a settlement of the relevant transferor under which no one other than the relevant transferor, his spouse, children (including adopted children) and any descendent (including any not yet born) of any such children is entitled to a beneficial interest and the executors or personal representatives of a deceased Member.

(B) Where shares have been transferred under Article 10(A)(i) above (whether directly or by a series of transfers thereunder) from a body corporate (hereinafter called the "transferor company",

which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group (hereinafter called the "transferee company") and subsequently the transferee company ceases to be a member of the same group as the transferor company, it shall be the duty of both the transferor company and transferee company to notify the Directors in writing that such event has occurred and the transferee company shall be bound, if and when required in writing by the Directors so to do, to give a transfer notice (as defined in Article 11) in respect of the relevant shares.

(C) If a transfer notice is not given as required pursuant to paragraph (B) above within 10 days of a written request by the Directors to the Member concerned for the transfer notice to be given the relevant transfer notice shall thereupon be deemed to have been given.

(D) Where shares have been transferred under Article 10(A)(iii) above (whether directly or by a series of transfers thereunder) from a Member (the "Original Member") to a Privileged Relation of the Original Member no further transfer pursuant to Article 10(A)(iii) may be made unless the transferee is a Privileged Relation of the Original Member.

11. Except in the case of a transfer of shares expressly authorised by Article 10, the right to transfer shares in the Company shall be subject to the following restrictions, in addition to the conditions of Article 9, namely:-

(A) Before transferring any shares (or disposing of any interest therein) the Member proposing to transfer or dispose of the same (hereinafter called the "proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company to that effect specifying the proposed transferee. The transfer notice shall constitute the Company the proposing transferor's agent for the sale of the share therein mentioned (together with all rights then attached thereto) at the prescribed price during the prescribed period to ~~any~~ ^{any} Member holding shares of the same class and, if no such Member shall desire to purchase the same, first to any other Member and then to any person selected by the Directors Provided that no shares shall be sold to any person on whom a notice has been served pursuant to Clause 10 of the Subscription Agreement or to the Privileged Relation of such person. A transfer notice shall not be revocable except with the unanimous consent of the Directors.

(B) If, not more than one month before the date on which the transfer notice was given, the proposing transferor shall have agreed with the Directors a price per share as representing the fair value thereof (such price being hereinafter called the "agreed price") then (subject to such price being notified to the Members and subject as mentioned below) such agreed price shall be the prescribed price. Otherwise, upon the

giving of the transfer notice, the Directors shall request the Auditors for the time being of the Company to determine and certify the sum per share considered by the Auditors to be the fair market value thereof as at the date of the transfer notice and the sum per share so determined and certified shall (subject as mentioned below) be the prescribed price. For the purposes of determining the market value of the Ordinary Shares, and unless all the Members shall otherwise agree, the Auditors shall assume that the Company will continue as a going concern and that the sale of the shares is as between a willing seller and a willing buyer and, in determining the value of the Ordinary Shares, the value of the Company as a whole shall be assessed and the value of each Ordinary Share calculated by dividing the sum so assessed by the number of Ordinary Shares in issue at the date of the assessment. The Auditors shall act hereunder at the cost and expense of the Company as an expert and not as an arbitrator and their determination shall be final and binding on all concerned. Provided that in relation to any offer of shares to an Investor following service of a transfer notice pursuant to Clause 10 of the Subscription Agreement the prescribed price shall be as provided in the said Clause 10 and the provisions of this Article 11 shall be deemed to be amended accordingly.

- (C) The prescribed period shall commence on the date of the transfer notice and shall expire on whichever is the later of the date falling two months after the date thereof or, in the event of the prescribed price not being the agreed price the subject of the transfer notice, the date falling two months after the date on which the Auditors shall have notified the Directors of their determination of the prescribed price.
- (D) As soon as the prescribed price has been determined, all shares the subject of any transfer notice shall, subject as mentioned below, first by notice in writing be offered by the Company to all Members holding shares of the same class (other than the Member to whose shares the transfer notice relates or, in relation to any transfer notice given pursuant to Clause 10 of the Subscription Agreement, any Privileged Relation of such person) for purchase at the prescribed price on the terms that in case of competition the shares so offered shall (subject always to the provisions of Article 9 and paragraph (E) of this Article) be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any Member beyond that applied for by him) to their existing holdings of Ordinary Shares. Such offer shall limit the time (not being less than ~~twenty-eight~~ ^{one} days nor more than ~~forty-two~~ ^{thirty} days) within which it must be accepted, failing which it will lapse. Any shares not so accepted during such period shall during a like period commencing on the day following the expiry of such first period be offered by the Company to all the other Members of the Company (other than the Member to whose shares the transfer notice relates or, in relation to any transfer notice

given pursuant to Clause 10 of the Subscription Agreement, any Privileged Relation of such person), whereupon the foregoing provisions of this paragraph shall, mutatis mutandis, apply and any shares then not so accepted may during such further period be offered by the Company to such persons as the Directors may think fit for purchase at the prescribed price.

- (E) If the Company shall within the prescribed period find Members or other such persons as aforesaid (hereinafter called "purchasers") to purchase the shares concerned or any of them and give notice in writing thereof to the proposing transferor, the proposing transferor shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers. Every such notice shall state the name and address of the purchaser and the number of shares agreed to be purchased by it and the purchase shall be completed at a place and time to be appointed by the Directors (not being less than three days nor more than ten days after the date of such notice), provided always that, if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned, this paragraph shall not apply unless the Company shall have found purchasers for all of such shares.
- (F) If a proposing transferor shall fail or refuse to transfer the shares to a purchaser hereunder the Directors may authorise any person to execute and deliver on its behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchaser to be registered as the holder of such shares. The 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 purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- (G) If the Company shall not within the prescribed period find purchasers willing to purchase all or (except where the proviso to paragraph (E) of this Article applies) part of the shares and gives notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, the proposing transferor at any time thereafter up to the expiration of four months after the end of the prescribed period shall be at liberty (subject always to the provisions of Article 9) to transfer those shares for which the Company has not within the prescribed period given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any intending purchaser disclosed by it under paragraph (A) of this Article (but to no other person) on a bona fide sale at any price not being less than the prescribed price

PROVIDED THAT:

- (i) if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned it shall not be entitled hereunder to transfer any of such shares unless all of such shares are so transferred;
- (ii) the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer.

12. For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may 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 may deem relevant for such purpose.

13. If any Member shall become bankrupt or insolvent and within six months of such event a transfer notice shall not have been received by the Company in respect of the shares in the Company held by such Member at the time of such event, a transfer notice shall be deemed to have been received by the Company in respect of such shares on the expiry of such period of six months. The foregoing provisions of this Article shall, mutatis mutandis, apply in the case of the death or liquidation of any Member where any shares registered in the name of such Member do not pass, whether by operation of law or otherwise, to a Privileged Relation.

MODIFICATION OF RIGHTS

14. Subject to the provisions of Section 127 of the Companies Act 1985, all or any of the special rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of these presents as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one person at least holding or representing by proxy not less than one-third of the issued shares of the class, every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and any holder of shares of the class present in person or by proxy may demand a poll.

LIEN

15. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of a person for all moneys presently payable by him or his estate to the Company in respect of such person's holding of shares whether such person is the sole registered holder of such shares or is one of two or more joint holders; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon. Regulation 8 of Table A shall not apply.

PROCEEDINGS AT GENERAL MEETINGS

16. No business shall be transacted at any general meeting (including any adjournment thereof) unless a quorum of Members is present at the time when the meeting proceeds to business and throughout the meeting. Two Members present in person or by proxy, shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purpose of these Articles to be present in person if represented by a proxy or in accordance with the provisions of the Companies Act 1985.

17. Subject to any statutory provision, a resolution in writing expressed to be an ordinary, extraordinary or special resolution signed by or on behalf of all the Members of the Company who would be entitled to receive notice of and to attend and vote on such a resolution if it were to be proposed at a general meeting of the Company shall be as valid and effectual as if it had been passed at such a general meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Members and signature in the case of a body corporate which is a Member shall be sufficient if made by a director thereof or its duly authorised representative. Regulation 53 of Table A shall not apply.

18. A poll may be demanded by the chairman of the relevant meeting or by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.

19. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person and every person present as a proxy for a Member or Members shall have one vote, and on a poll every Member present in person or by proxy shall have one vote for every £1 nominal amount of ordinary share capital of which he is the holder. The Chairman of the meeting shall have a second or casting vote.

DIRECTORS

20. Unless and until otherwise determined by the Company in general meeting, the Directors shall not be less than two in number.

21. A Director or alternate Director need not be a Member of the Company but nevertheless shall be entitled to receive notice of and to attend and speak at any general meeting of the Company.

BORROWING POWERS

22. Subject to obtaining the prior approval of the Members (which shall not be required where the total principal amount of all outstanding borrowings, together with the total amount outstanding under any leasing or hire purchase agreements or other financial accommodation arrangements, of the Company and its subsidiaries does not (and would not in consequence of the borrowing in question) exceed, the Adjusted Capital and Reserves) the Directors may exercise all the powers of the Company to borrow money, to give guarantees and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and, subject to Section 80 of the Companies Act 1985, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party (including the Company's holding company).

For the purpose of this Article:-

- (i) the "Adjusted Capital and Reserves" means the aggregate from time to time of:-
 - (a) the amount paid up or credited as paid up on the issued share capital of the Company; and
 - (b) the amount standing to the credit of the reserves (including any share premium account, capital redemption reserve and any credit balance on profit and loss account) all as shown by the then latest audited balance sheet but after deducting therefrom any debit balance on profit and loss account (except to the extent that such deduction has already been made) and making adjustments to reflect any variation in the amount of such paid up share capital, share premium account or capital redemption reserve since the date of such audited balance sheet;

and so that for this purpose (i) if any issue or proposed issue of shares by the Company for cash has been underwritten then the amount (including any premium) of the subscription moneys payable in respect thereof (not being moneys payable later than six months after the date of allotment) shall, to the extent so underwritten, be

deemed to have been paid up on the date such underwriting was made or, if made conditionally, became unconditional and (ii) share capital (including any premium) shall be deemed to have been paid up as soon as it has been unconditionally agreed to be subscribed or taken up by any person, provided that such subscription or taking up is to occur within six months of such agreement.

(ii) "borrowings" shall be deemed to include not only borrowings but also the following except insofar as otherwise taken into account:-

- (a) the nominal amount of any issued share capital and the principal amount of any debentures or borrowed moneys, the beneficial interest in which is not for the time being owned by a member of the Group, of any body whether corporate or unincorporated, the payment or repayment of which is the subject of a guarantee or indemnity by a member of the Group;
- (b) the outstanding amount raised by acceptances by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group but so as to exclude any bid bonds or performance bonds given to customers or potential customers as a requirement of obtaining a contract on arms' length terms;
- (c) the principal amount of any debenture (whether secured or unsecured) of a member of the Group owned otherwise than by a member of the Group;
- (d) the principal amount of any preference share capital of any subsidiary owned otherwise than by a member of the Group; and
- (e) any premium payable on repayment of any borrowing or deemed borrowing;

but shall be deemed not to include:-

- (f) borrowings for the purposes of repaying the whole or any part of borrowings by a member of the Group for the time being outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period;
- (g) borrowings for the purpose of financing any contract in respect of which any part of the price receivable by a member of the Group is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade or by any other Governmental department fulfilling a similar function, to an

amount not exceeding that part of the price receivable thereunder which is so guaranteed or insured;

- (h) all liabilities which are not then current arising in respect of any hire purchase contract or any finance or other lease which has the effect that substantially all the risks and rewards of ownership of the leased asset are transferred to any member of the Group; and
 - (i) unsecured borrowings from bankers to the extent that there are amounts standing to the credit of the account(s) of the member of the Group making the borrowing and/or any other such member which, in accordance with the arrangements made between the bankers and such member are available for set-off by the bankers against the amount of such borrowings.
- (iii) when the aggregate principal amount of borrowings required to be taken into account for the purposes of this Article on any particular date is being ascertained:-
- (a) any of such moneys denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent at the rate of exchange prevailing on such date in London provided that any of such moneys shall be converted at the rate of exchange prevailing in London six months before such date if thereby such aggregate amount would be less (and so that for this purpose the rate of exchange shall be taken as the middle market rate as at the close of business);
 - (b) where under the terms of any borrowing the amount of money that would be required to discharge the principal amount of such borrowing in full if it fell to be repaid (at the option of the Company or by reason of default) on such date is less than the amount that would otherwise be taken into account in respect of such borrowing for the purpose of this Article, the amount of such borrowing to be taken into account for the purpose of this Article shall be such less amount;
 - (c) moneys borrowed by a partly-owned subsidiary and not owing to a member of the Group shall be taken into account in calculating, for the purposes of these Articles, the aggregate amount from time to time outstanding of all moneys borrowed by the Group subject to the exclusion of a proportion thereof equal to the minority proportion and moneys borrowed and owing to a partly-owned subsidiary by any member

of the Group shall be taken into account as aforesaid to the extent of a proportion thereof equal to the minority proportion; for the purposes aforesaid "minority proportion" shall mean the proportion of the issued equity share capital of such partly-owned subsidiary which is not attributable (directly or indirectly) to the Company; and

- (d) an amount equal to the moneys borrowed of any body corporate becoming a subsidiary of the Company immediately after it becomes such a subsidiary and for a period of six months thereafter, and an amount equal to moneys borrowed remaining secured on any asset acquired by the Company or any subsidiary immediately after such acquisition shall at the time of such acquisition and for a period of six months thereafter be deducted in calculating for the purposes of these Articles the aggregate amount from time to time outstanding of all moneys borrowed by the Company and its subsidiaries.
- (iv) "audited balance sheet" shall mean the audited balance sheet of the Company prepared for the purposes of the Companies Act 1985 unless at the date of the then latest such balance sheet there shall have been prepared for such purposes and audited a consolidated balance sheet of the Company and its subsidiaries (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Companies Act 1985) and in the latter event "audited balance sheet" shall mean such audited consolidated balance sheet of the Company and such subsidiaries, the references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively and there shall be excluded any amounts attributable to outside interests in subsidiaries;
- (v) the Company may from time to time change the accounting convention on which the audited balance sheet is based, provided that any new convention adopted complies with the requirements of the Companies Acts 1985 if the Company should prepare its main audited balance sheet on the basis of one such convention, but a supplementary audited balance sheet or statement on the basis of another, the main audited balance sheet shall be taken as the audited balance sheet for the purposes of this Article; and
- (vi) the "Group" means the Company and its subsidiaries (if any);

A certificate or report by the Auditors for the time being of the Company as to the amount of the Adjusted Capital and Reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article.

Notwithstanding the foregoing no lender or other person dealing with the Company shall be concerned to see or inquire whether the limit imposed by this Article is observed and no borrowing incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the borrowing was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

POWERS AND DUTIES OF DIRECTORS

23. 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 Section 317 of the Companies Act 1985. Subject where applicable to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement 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. Regulation 94 of Table A shall not apply

24. (A) Each Director shall have the power to appoint any person to be his alternate Director and may at his discretion remove such alternate Director. Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointor and delivered to the Secretary at the registered office of the Company or tendered at a meeting of the Directors. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Directors or of a committee of the Directors of which his appointor is a member to the same extent as, but in lieu of, his appointor and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and, for the purposes of the proceedings at such meeting, the provisions of these Articles of Association shall apply as if he were a Director.

(B) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles of Association relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his appointor. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis 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. .

(C) Every person acting as an alternate Director shall have one vote for every Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Directors or a committee of the Directors, provided his appointor is a member of such committee, shall (unless the notice of his appointment provides to the contrary) be as effective as the signature of his appointor. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

(D) The words "(including alternate Directors)" shall be inserted after "The directors" at the beginning of Regulation 83 of Table A.

25. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or 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. The Directors may by resolution 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.

26. The Company may exercise all the powers conferred by statute with regard to having any official seal and such powers shall be vested in the Directors. 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.

DISQUALIFICATION

27. No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.

28. The office of a Director shall be vacated in any of the following events namely:-

- (a) if (not being employed under a contract which precludes resignation) he resigns his office by notice in writing delivered to the Company or tendered at a meeting of the Directors;

- (b) if he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Directors resolve that his office is vacated;
- (c) if he becomes bankrupt or compounds with his creditors;
- (d) if he is prohibited by law from being a Director; or
- (e) if he ceases to be a Director by virtue of any statute or is removed from office pursuant to these Articles.

29. Regulations 73 to 80 (inclusive) of Table A shall not apply.

PROCEEDINGS OF DIRECTORS

30. The quorum necessary for the transaction of business at meetings of Directors shall be two.

31. Questions arising at any meeting of the Directors or of any committee of the Directors shall be decided by a majority of votes and, in the event of an equality of votes, the Chairman shall have a casting vote.

A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Regulations 88 and 89 of Table A shall not apply to the Company.

32. Each of the Directors or their respective alternates appointed in accordance with these Articles shall be entitled to not less than 7 clear days' notice of any meeting of the Board or any committee of the Directors and such notice shall specify the general nature of the business to be considered at such meeting. In the event of failure to give such notice, the relevant meeting shall be deemed to be inquorate unless the Directors absent from such meeting waive the requirement to receive 7 clear days' notice thereof.

33. Any one or more (including, without limitation, all) members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board or such Committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Such meeting shall be deemed to have occurred at the place where a majority of the Board members are present or, if there are only two, where the Chairman of the Board is present.

34. A resolution in writing signed by or on behalf of all the Directors for the time being entitled to receive notice of a meeting of the Directors or any committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or such committee duly convened and held. Any such resolution may consist of several documents in the like form each

signed by or on behalf of one or more of the Directors and signature in the case of a body corporate which is a Director shall be sufficient if duly made by a director of such body corporate or by its duly authorised representative.

35. A Director absent or intending to be absent from the United Kingdom may request the Board that notices of meetings of the Board or of meetings of a committee of the Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, but in the absence of any such request it shall not be necessary to give notice of a meeting of the Board or of any meeting of a committee of the Directors to any Director who is for the time being absent from the United Kingdom.

36. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform with any regulations that may be imposed on it by the Directors.

EXECUTIVE DIRECTORS

37. The Directors may from time to time appoint one or more of their body to any executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as the Directors may determine and may revoke or terminate any such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company, or the Company may have against such Director, for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.

38. Any Director appointed to an executive office shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine, and either in addition to or in lieu of his remuneration as a Director.

NOTICES

39. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address whether within or outside the United Kingdom as appearing in the Register of Members or by delivering it to or leaving it at such address, addressed as aforesaid, or by any other means provided such other means have been 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. Any notice or other document served or

delivered in accordance with these Articles of Association shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the expiration of 24 hours after posting 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.

40. Notice of every general meeting shall be given in any manner authorised by or under these Articles of Association to all Members other than such as, under the provisions of these Articles of Association or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 111 to 116 of Table A shall not apply to the Company.

INDEMNITY

41. Every Director, Managing Director or other executive officer and Auditor of the Company shall be indemnified out of the funds of the Company against all liabilities incurred by him as such in defending proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under Section 727 of the Companies Act 1985 in which relief is granted to him by the Court.

R0753.86D5



COMPANIES FORM No. 122

122

**Notice of consolidation, division,
sub-division, redemption or
cancellation of shares, or conversion,
re-conversion of stock into shares**

Please do not
write in
this margin

Pursuant to section 122 of the Companies Act 1985

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

* insert full name
of company

To the Registrar of Companies

For official use

Company number

133

1655859

Name of company

*
PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

gives notice that:

the 71,041 Ordinary Shares of £1 each in the capital of the company currently in issue, are converted into "A" Ordinary Shares of £1 each and the 20,000 of the remaining unissued Ordinary Shares of £1 each are converted into "B" Ordinary Shares of £1 each and that remaining unissued 208,959 Ordinary Shares of £1 each are converted into "Unclassified" Shares of £1 each in accordance with Special Resolution dated 13th August 1986.

delete as
appropriate

Signed

(Director)(Secretary)† Date

14th August 1986

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

MILNE ROSS
CHARTERED ACCOUNTANTS
63 EDEN STREET
KINGSTON UPON THAMES
SURREY KT1 1BW

For official Use
General Section

Post room

25 AUG 1986

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(2505T)

No 1655859

THE COMPANIES ACTS 1948 to 1980

and

THE COMPANIES ACT 1985

SPECIAL AND ORDINARY RESOLUTIONS

of

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

At an Extraordinary General Meeting of the Company duly convened and held at Navigation House, One Aldgate, London EC3N 1AA on 16 July 1987 the following resolutions were duly passed, numbers 1, 2 and 3 as special resolutions and numbers 4 and 5 as ordinary resolutions.

SPECIAL RESOLUTIONS

1. That 22,249 unclassified shares of £1 each in the capital of the Company be re-designated as "B" Ordinary Shares of £1 each and that 19,500 unclassified shares of £1 each in the capital of the Company be re-designated as "A" Ordinary Shares of £1 each.
2. That the Articles of Association of the Company be amended by the insertion in Article 10(A) thereof of the following words immediately following "(iii) to a Privileged Relation":-

"or (iv) to give effect to the exercise of any option granted pursuant to the PACS No 2 Executive Share Option Scheme."
3. That the transfers of an aggregate of 1,566 "A" Ordinary Shares of £1 each by Mr Brian Neve to Mr Graham Woods be approved notwithstanding that the same were or are not accompanied by an undertaking as referred to in Article 9(ii) of the Articles of Association of the Company and that registration of any such transfers by the Company be ratified.

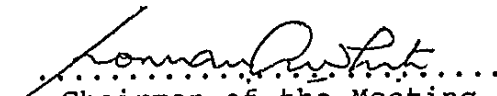
ORDINARY RESOLUTIONS

4. That the establishment by the Company of the employee share option scheme to be known as the "Process Automation and Computer Systems Executive Share Option Scheme" in the form produced to the meeting and intialled by the Chairman



thereof for the purposes of identification be and is hereby approved and adopted and the Directors be and they are hereby authorised to vote as directors on any matter connected with the said Scheme and be counted for the purpose of any resolution regarding the same in the quorum present at the meeting notwithstanding that they may be interested in the same: Provided that a Director shall not vote on any resolution concerning his individual participation in the said Scheme.

5. That the establishment by the Company of the employee share option scheme to be known as the "PACS No 2 Executive Share Option Scheme" in the form produced to the meeting and intialled by the Chairman thereof for the purposes of identification be and is hereby approved and adopted and the Directors be and they are hereby authorised to vote as directors on any matter connected with the said Scheme and be counted for the purpose of any resolution regarding the same in the quorum present at the meeting notwithstanding that they may be interested in the same: Provided that a Director shall not vote on any resolution concerning his individual participation in the said Scheme.


.....
Chairman of the Meeting

Delivered pursuant to ss 18 and 380 of the Companies Act 1985
incorporating all amendments to
16 July 1987

Chairman of the
Meeting held on
16 July 1987

No. 1655859

THE COMPANIES ACTS 1948 TO 1980
AND
THE COMPANIES ACT 1985

NEW
ARTICLES OF ASSOCIATION

of

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(Adopted by Special Resolution passed on
13th August, 1986 as amended by Special Resolution
passed on 16th July, 1987)

TABLE A

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as altered by any enactment coming into operation prior to the date of adoption of these Articles of Association, (such Regulations as so altered being hereinafter called "Table A") shall, except where the same are excluded or varied by or inconsistent with these Articles of Association, apply to the Company.

BUSINESS

2. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they may consider expedient and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may consider it expedient not to commence or proceed with the same.

UNISSUED SHARE CAPITAL

3. Subject to any statutory provision, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine provided that no share shall be issued otherwise than fully paid or credited as fully paid. Section 89(1) and Section 90(1) to (6) of the Companies Act 1985 shall not apply to the allotment by the Company of any equity security as defined by Section 94(a) of that Act.

4. The Directors are by this Article authorised to exercise all powers of the Company to allot all relevant securities (within the



meaning of Section 80 of the Companies Act 1985): such authority shall be unconditional and for the exercise of such power generally: the maximum amount of relevant securities that may be the subject of allotment under such authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the date of adoption of these Articles: unless renewed, such authority will expire on the date five years from the date immediately preceding that on which the resolution adopting these Articles is passed: save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot the relevant securities in pursuance of such offer or agreement accordingly: the amount of a relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for, or to convert any security into, shares in the Company mean the nominal amount of shares in the Company which would be required to satisfy such right (assuming full exercise).

SHARE CAPITAL

5. The authorised share capital of the Company at the date of the adoption of these Articles is £300,000 divided into 71,041 "A" Ordinary Shares of £1 each, 20,000 "B" Ordinary Shares of £1 each and 208,959 unclassified shares of £1 each. The "A" Ordinary Shares and the "B" Ordinary Shares shall be separate classes of shares, but, save as hereinafter expressly provided, shall rank pari passu in all respects and are hereinafter together referred to as the "Ordinary Shares". Subject to Article 14, the Company may by Special Resolution redesignate any "A" Ordinary Share as a "B" Ordinary Share, any "B" Ordinary Share as an "A" Ordinary Share and any unclassified share as an "A" Ordinary Share or a "B" Ordinary Share.

6. The Ordinary Shares shall entitle the holders thereof to the special rights and subject them to the restrictions and provisions following, namely:-

(a) The "A" Ordinary Shares shall confer the right on the holders of a majority thereof for the time being issued by notice in writing signed by them and left at the registered office of the Company to appoint up to 9 Directors and at any time and from time to time by like notice to remove any such person so appointed and to appoint any other person to be a Director in place of any Director so removed or in place of any Director vacating office in any way and so appointed by them. Any Director so appointed shall be an "A" Director.

(b) The "B" Ordinary Shares shall confer:-

(i) on the holders thereof the right in a winding-up of the Company or on a return of capital which shall

* By Special Resolution passed on 16th July 1987, 41,749 unclassified shares were redesignated such that the authorised share capital is divided into 90,541 "A" Ordinary Shares, 42,249 "B" Ordinary Shares and 167,210 unclassified shares.

commence or be made or declared within three calendar years from the date of adoption of these Articles to the payment, in priority to any payment to the holders of the "A" Ordinary Shares, of an aggregate amount (to be paid to the holders of the "B" Ordinary Shares pari passu and rateably) equal to the sum of the par value of the issued "B" Ordinary Shares and that proportion of the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "B" Ordinary Shares and, subject to the payment to the holders of the "A" Ordinary Shares in respect of each "A" Ordinary Share held by them of an aggregate amount equal to the sum paid in respect of each of the issued "B" Ordinary Shares pursuant to the foregoing provisions of this Article 6(b)(i), the "B" Ordinary Shares thereafter shall rank pari passu and rateably with the "A" Ordinary Shares; and

- (ii) on the holders of a majority thereof for the time being issued (provided that the "B" Ordinary Shares for the time being issued represent not less than 10 per cent. of the Ordinary Shares then in issue and fully paid) the right by notice in writing signed by them and left at the registered office of the Company to appoint one Director and at any time and from time to time by like notice to remove any such person so appointed and to appoint any other person to be a Director in place of any Director so removed or in place of any Director vacating office in any way and originally so appointed by them; any Director so appointed shall be a "B" Director and shall receive a fee of not less than £7,500 per annum (such fee to be reviewed annually) plus any reasonable expenses.

SHARE CERTIFICATES

7. Every person whose name is entered in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgment of transfer, as he may direct, either one certificate for all his shares or several certificates each for one or more of his shares. Regulation 6 of Table A shall be read and construed accordingly.

TRANSFER OF SHARES

8. The instrument of transfer of a share shall be signed by or on behalf of the transferor, 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.

9. The Directors shall refuse to register any proposed transfer of a share:-

- (i) other than a transfer made pursuant to or permitted by the provisions of Articles 8 to 13 hereof; or
- (ii) where the transferor is a party to a Subscription Agreement (the "Subscription Agreement") dated 13th August, 1986 and made between, inter alios, (1) Brian Douglas Neve, Dr Peter John Lawrence and the other shareholders named therein, (2) Royal Life Insurance Limited, BP Pension Trustees Limited and Business Application of Science and Engineering International Limited (the "Investors") and (3) the Company and the transfer is not accompanied by an undertaking under seal by the proposed transferee to all the other parties to such Agreement in a form satisfactory to such parties undertaking to adhere to and to be bound in the same manner as the proposed transferor by the terms and conditions (including Clause 9 and Clause 10) of the Subscription Agreement.

10. (A) Subject to the provisions of Article 9, a Member may (subject as hereinafter provided) at any time transfer any of his shares:-

- (i) to a member of the same group;
- (ii) to any other person with the consent in writing of all the other Members of the Company; or
- (iii) to a Privileged Relation; or
- (iv) to give effect to the exercise of any option granted pursuant to the PACS No 2 Executive Share Option Scheme.

For the purposes of these Articles:-

- (a) "a member of the same group" means a company which is for the time being a holding company of the transferor company or a subsidiary of the transferor company or of any such holding company; and the expressions "holding company" and "subsidiary" have the meanings ascribed to them in Section 736 of the Companies Act 1985; and
- (b) "Privileged Relation" means and includes a spouse and any children (including adopted children) and any descendent of any such children and any trustee or trustees of a settlement of the relevant transferor under which no one other than the relevant transferor, his spouse, children (including adopted children) and any descendent (including any not yet born) of any such children is entitled to a beneficial interest and the executors or personal representatives of a deceased Member.

(B) Where shares have been transferred under Article 10(A)(i) above (whether directly or by a series of transfers thereunder) from a body corporate (hereinafter called the "transferor company",

which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group (hereinafter called the "transferee company") and subsequently the transferee company ceases to be a member of the same group as the transferor company, it shall be the duty of both the transferor company and transferee company to notify the Directors in writing that such event has occurred and the transferee company shall be bound, if and when required in writing by the Directors so to do, to give a transfer notice (as defined in Article 11) in respect of the relevant shares.

(C) If a transfer notice is not given as required pursuant to paragraph (B) above within 10 days of a written request by the Directors to the Member concerned for the transfer notice to be given the relevant transfer notice shall thereupon be deemed to have been given.

(D) Where shares have been transferred under Article 10(A)(iii) above (whether directly or by a series of transfers thereunder) from a Member (the "Original Member") to a Privileged Relation of the Original Member no further transfer pursuant to Article 10(A)(iii) may be made unless the transferee is a Privileged Relation of the Original Member.

11. Except in the case of a transfer of shares expressly authorised by Article 10, the right to transfer shares in the Company shall be subject to the following restrictions, in addition to the conditions of Article 9, namely:-

(A) Before transferring any shares (or disposing of any interest therein) the Member proposing to transfer or dispose of the same (hereinafter called the "proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company to that effect specifying the proposed transferee. The transfer notice shall constitute the Company the proposing transferor's agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price during the prescribed period to ~~any~~ Members holding shares of the same class and, if no such Member shall desire to purchase the same, first to any other Member and then to any person selected by the Directors Provided that no shares shall be sold to any person on whom a notice has been served pursuant to Clause 10 of the Subscription Agreement or to the Privileged Relation of such person. A transfer notice shall not be revocable except with the unanimous consent of the Directors.

(B) If, not more than one month before the date on which the transfer notice was given, the proposing transferor shall have agreed with the Directors a price per share as representing the fair value thereof (such price being hereinafter called the "agreed price") then (subject to such price being notified to the Members and subject as mentioned below) such agreed price shall be the prescribed price. Otherwise, upon the

giving of the transfer notice, the Directors shall request the Auditors for the time being of the Company to determine and certify the sum per share considered by the Auditors to be the fair market value thereof as at the date of the transfer notice and the sum per share so determined and certified shall (subject as mentioned below) be the prescribed price. For the purposes of determining the market value of the Ordinary Shares, and unless all the Members shall otherwise agree, the Auditors shall assume that the Company will continue as a going concern and that the sale of the shares is as between a willing seller and a willing buyer and, in determining the value of the Ordinary Shares, the value of the Company as a whole shall be assessed and the value of each Ordinary Share calculated by dividing the sum so assessed by the number of Ordinary Shares in issue at the date of the assessment. The Auditors shall act hereunder at the cost and expense of the Company as an expert and not as an arbitrator and their determination shall be final and binding on all concerned. Provided that in relation to any offer of shares to an Investor following service of a transfer notice pursuant to Clause 10 of the Subscription Agreement the prescribed price shall be as provided in the said Clause 10 and the provisions of this Article 11 shall be deemed to be amended accordingly.

- (C) The prescribed period shall commence on the date of the transfer notice and shall expire on whichever is the later of the date falling two months after the date thereof or, in the event of the prescribed price not being the agreed price the subject of the transfer notice, the date falling two months after the date on which the Auditors shall have notified the Directors of their determination of the prescribed price.
- (D) As soon as the prescribed price has been determined, all shares the subject of any transfer notice shall, subject as mentioned below, first by notice in writing be offered by the Company to all Members holding shares of the same class (other than the Member to whose shares the transfer notice relates or, in relation to any transfer notice given pursuant to Clause 10 of the Subscription Agreement, any Privileged Relation of such person) for purchase at the prescribed price on the terms that in case of competition the shares so offered shall (subject always to the provisions of Article 9 and paragraph (E) of this Article) be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any Member beyond that applied for by him) to their existing holdings of Ordinary Shares. Such offer shall limit the time (not being less than ~~twenty-eight~~ ^{not less than} days nor more than ~~forty-two~~ ^{not more than} days) within which it must be accepted, failing which it will lapse. Any shares not so accepted during such period shall during a like period commencing on the day following the expiry of such first period be offered by the Company to all the other Members of the Company (other than the Member to whose shares the transfer notice relates or, in relation to any transfer notice

given pursuant to Clause 10 of the Subscription Agreement, any Privileged Relation of such person), whereupon the foregoing provisions of this paragraph shall, mutatis mutandis, apply and any shares then not so accepted may during such further period be offered by the Company to such persons as the Directors may think fit for purchase at the prescribed price.

- (E) If the Company shall within the prescribed period find Members or other such persons as aforesaid (hereinafter called "purchasers") to purchase the shares concerned or any of them and give notice in writing thereof to the proposing transferor, the proposing transferor shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers. Every such notice shall state the name and address of the purchaser and the number of shares agreed to be purchased by it and the purchase shall be completed at a place and time to be appointed by the Directors (not being less than three days nor more than ten days after the date of such notice), provided always that, if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned, this paragraph shall not apply unless the Company shall have found purchasers for all of such shares.
- (F) If a proposing transferor shall fail or refuse to transfer the shares to a purchaser hereunder the Directors may authorise any person to execute and deliver on its behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchaser to be registered as the holder of such shares. The 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 purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- (G) If the Company shall not within the prescribed period find purchasers willing to purchase all or (except where the proviso to paragraph (E) of this Article applies) part of the shares and gives notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, the proposing transferor at any time thereafter up to the expiration of four months after the end of the prescribed period shall be at liberty (subject always to the provisions of Article 9) to transfer those shares for which the Company has not within the prescribed period given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any intending purchaser disclosed by it under paragraph (A) of this Article (but to no other person) on a bona fide sale at any price not being less than the prescribed price

PROVIDED THAT:

- (i) if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned it shall not be entitled hereunder to transfer any of such shares unless all of such shares are so transferred;
- (ii) the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer.

12. For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may 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 may deem relevant for such purpose.

13. If any Member shall become bankrupt or insolvent and within six months of such event a transfer notice shall not have been received by the Company in respect of the shares in the Company held by such Member at the time of such event, a transfer notice shall be deemed to have been received by the Company in respect of such shares on the expiry of such period of six months. The foregoing provisions of this Article shall, mutatis mutandis, apply in the case of the death or liquidation of any Member where any shares registered in the name of such Member do not pass, whether by operation of law or otherwise, to a Privileged Relation.

MODIFICATION OF RIGHTS

14. Subject to the provisions of Section 127 of the Companies Act 1985, all or any of the special rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of these presents as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one person at least holding or representing by proxy not less than one-third of the issued shares of the class, every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and any holder of shares of the class present in person or by proxy may demand a poll.

LIEN

15. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of a person for all moneys presently payable by him or his estate to the Company in respect of such person's holding of shares whether such person is the sole registered holder of such shares or is one of two or more joint holders; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon. Regulation 8 of Table A shall not apply.

PROCEEDINGS AT GENERAL MEETINGS

16. No business shall be transacted at any general meeting (including any adjournment thereof) unless a quorum of Members is present at the time when the meeting proceeds to business and throughout the meeting. Two Members present in person or by proxy, shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purpose of these Articles to be present in person if represented by a proxy or in accordance with the provisions of the Companies Act 1985.

17. Subject to any statutory provision, a resolution in writing expressed to be an ordinary, extraordinary or special resolution signed by or on behalf of all the Members of the Company who would be entitled to receive notice of and to attend and vote on such a resolution if it were to be proposed at a general meeting of the Company shall be as valid and effectual as if it had been passed at such a general meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Members and signature in the case of a body corporate which is a Member shall be sufficient if made by a director thereof or its duly authorised representative. Regulation 53 of Table A shall not apply.

18. A poll may be demanded by the chairman of the relevant meeting or by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.

19. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person and every person present as a proxy for a Member or Members shall have one vote, and on a poll every Member present in person or by proxy shall have one vote for every £1 nominal amount of ordinary share capital of which he is the holder. The Chairman of the meeting shall have a second or casting vote.

DIRECTORS

20. Unless and until otherwise determined by the Company in general meeting, the Directors shall not be less than two in number.

21. A Director or alternate Director need not be a Member of the Company but nevertheless shall be entitled to receive notice of and to attend and speak at any general meeting of the Company.

BORROWING POWERS

22. Subject to obtaining the prior approval of the Members (which shall not be required where the total principal amount of all outstanding borrowings, together with the total amount outstanding under any leasing or hire purchase agreements or other financial accommodation arrangements, of the Company and its subsidiaries does not (and would not in consequence of the borrowing in question) exceed, the Adjusted Capital and Reserves) the Directors may exercise all the powers of the Company to borrow money, to give guarantees and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and, subject to Section 80 of the Companies Act 1985, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party (including the Company's holding company).

For the purpose of this Article:-

- (i) the "Adjusted Capital and Reserves" means the aggregate from time to time of:-
 - (a) the amount paid up or credited as paid up on the issued share capital of the Company; and
 - (b) the amount standing to the credit of the reserves (including any share premium account, capital redemption reserve and any credit balance on profit and loss account) all as shown by the then latest audited balance sheet but after deducting therefrom any debit balance on profit and loss account (except to the extent that such deduction has already been made) and making adjustments to reflect any variation in the amount of such paid up share capital, share premium account or capital redemption reserve since the date of such audited balance sheet;

and so that for this purpose (i) if any issue or proposed issue of shares by the Company for cash has been underwritten then the amount (including any premium) of the subscription moneys payable in respect thereof (not being moneys payable later than six months after the date of allotment) shall, to the extent so underwritten, be

deemed to have been paid up on the date such underwriting was made or, if made conditionally, became unconditional and (ii) share capital (including any premium) shall be deemed to have been paid up as soon as it has been unconditionally agreed to be subscribed or taken up by any person, provided that such subscription or taking up is to occur within six months of such agreement.

(ii) "borrowings" shall be deemed to include not only borrowings but also the following except insofar as otherwise taken into account:-

- (a) the nominal amount of any issued share capital and the principal amount of any debentures or borrowed moneys, the beneficial interest in which is not for the time being owned by a member of the Group, of any body whether corporate or unincorporated, the payment or repayment of which is the subject of a guarantee or indemnity by a member of the Group;
- (b) the outstanding amount raised by acceptances by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group but so as to exclude any bid bonds or performance bonds given to customers or potential customers as a requirement of obtaining a contract on arms' length terms;
- (c) the principal amount of any debenture (whether secured or unsecured) of a member of the Group owned otherwise than by a member of the Group;
- (d) the principal amount of any preference share capital of any subsidiary owned otherwise than by a member of the Group; and
- (e) any premium payable on repayment of any borrowing or deemed borrowing;

but shall be deemed not to include:-

- (f) borrowings for the purposes of repaying the whole or any part of borrowings by a member of the Group for the time being outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period;
- (g) borrowings for the purpose of financing any contract in respect of which any part of the price receivable by a member of the Group is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade or by any other Governmental department fulfilling a similar function, to an

amount not exceeding that part of the price receivable thereunder which is so guaranteed or insured:

- (h) all liabilities which are not then current arising in respect of any hire purchase contract or any finance or other lease which has the effect that substantially all the risks and rewards of ownership of the leased asset are transferred to any member of the Group; and
 - (i) unsecured borrowings from bankers to the extent that there are amounts standing to the credit of the account(s) of the member of the Group making the borrowing and/or any other such member which, in accordance with the arrangements made between the bankers and such member are available for set-off by the bankers against the amount of such borrowings.
- (iii) when the aggregate principal amount of borrowings required to be taken into account for the purposes of this Article on any particular date is being ascertained:-
- (a) any of such moneys denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent at the rate of exchange prevailing on such date in London provided that any of such moneys shall be converted at the rate of exchange prevailing in London six months before such date if thereby such aggregate amount would be less (and so that for this purpose the rate of exchange shall be taken as the middle market rate as at the close of business);
 - (b) where under the terms of any borrowing the amount of money that would be required to discharge the principal amount of such borrowing in full if it fell to be repaid (at the option of the Company or by reason of default) on such date is less than the amount that would otherwise be taken into account in respect of such borrowing for the purpose of this Article, the amount of such borrowing to be taken into account for the purpose of this Article shall be such less amount;
 - (c) moneys borrowed by a partly-owned subsidiary and not owing to a member of the Group shall be taken into account in calculating, for the purposes of these Articles, the aggregate amount from time to time outstanding of all moneys borrowed by the Group subject to the exclusion of a proportion thereof equal to the minority proportion and moneys borrowed and owing to a partly-owned subsidiary by any member

of the Group shall be taken into account as aforesaid to the extent of a proportion thereof equal to the minority proportion; for the purposes aforesaid "minority proportion" shall mean the proportion of the issued equity share capital of such partly-owned subsidiary which is not attributable (directly or indirectly) to the Company; and

- (d) an amount equal to the moneys borrowed of any body corporate becoming a subsidiary of the Company immediately after it becomes such a subsidiary and for a period of six months thereafter, and an amount equal to moneys borrowed remaining secured on any asset acquired by the Company or any subsidiary immediately after such acquisition shall at the time of such acquisition and for a period of six months thereafter be deducted in calculating for the purposes of these Articles the aggregate amount from time to time outstanding of all moneys borrowed by the Company and its subsidiaries.
- (iv) "audited balance sheet" shall mean the audited balance sheet of the Company prepared for the purposes of the Companies Act 1985 unless at the date of the then latest such balance sheet there shall have been prepared for such purposes and audited a consolidated balance sheet of the Company and its subsidiaries (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Companies Act 1985) and in the latter event "audited balance sheet" shall mean such audited consolidated balance sheet of the Company and such subsidiaries, the references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively and there shall be excluded any amounts attributable to outside interests in subsidiaries;
- (v) the Company may from time to time change the accounting convention on which the audited balance sheet is based, provided that any new convention adopted complies with the requirements of the Companies Acts 1985 if the Company should prepare its main audited balance sheet on the basis of one such convention, but a supplementary audited balance sheet or statement on the basis of another, the main audited balance sheet shall be taken as the audited balance sheet for the purposes of this Article; and
- (vi) the "Group" means the Company and its subsidiaries (if any);

A certificate or report by the Auditors for the time being of the Company as to the amount of the Adjusted Capital and Reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article.

Notwithstanding the foregoing no lender or other person dealing with the Company shall be concerned to see or inquire whether the limit imposed by this Article is observed and no borrowing incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the borrowing was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

POWERS AND DUTIES OF DIRECTORS

23. 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 Section 317 of the Companies Act 1985. Subject where applicable to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement 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. Regulation 94 of Table A shall not apply

24. (A) Each Director shall have the power to appoint any person to be his alternate Director and may at his discretion remove such alternate Director. Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointor and delivered to the Secretary at the registered office of the Company or tendered at a meeting of the Directors. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Directors or of a committee of the Directors of which his appointor is a member to the same extent as, but in lieu of, his appointor and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and, for the purposes of the proceedings at such meeting, the provisions of these Articles of Association shall apply as if he were a Director.

(B) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles of Association relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his appointor. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis 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.

(C) Every person acting as an alternate Director shall have one vote for every Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Directors or a committee of the Directors, provided his appointor is a member of such committee, shall (unless the notice of his appointment provides to the contrary) be as effective as the signature of his appointor. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

(D) The words "(including alternate Directors)" shall be inserted after "The directors" at the beginning of Regulation 83 of Table A.

25. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or 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. The Directors may by resolution 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.

26. The Company may exercise all the powers conferred by statute with regard to having any official seal and such powers shall be vested in the Directors. 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.

DISQUALIFICATION

27. No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.

28. The office of a Director shall be vacated in any of the following events namely:-

- (a) if (not being employed under a contract which precludes resignation) he resigns his office by notice in writing delivered to the Company or tendered at a meeting of the Directors;

- (b) if he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Directors resolve that his office is vacated;
- (c) if he becomes bankrupt or compounds with his creditors;
- (d) if he is prohibited by law from being a Director; or
- (e) if he ceases to be a Director by virtue of any statute or is removed from office pursuant to these Articles.

29. Regulations 73 to 80 (inclusive) of Table A shall not apply.

PROCEEDINGS OF DIRECTORS

30. The quorum necessary for the transaction of business at meetings of Directors shall be two.

31. Questions arising at any meeting of the Directors or of any committee of the Directors shall be decided by a majority of votes and, in the event of an equality of votes, the Chairman shall have a casting vote.

A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Regulations 88 and 89 of Table A shall not apply to the Company.

32. Each of the Directors or their respective alternates appointed in accordance with these Articles shall be entitled to not less than 7 clear days' notice of any meeting of the Board or any committee of the Directors and such notice shall specify the general nature of the business to be considered at such meeting. In the event of failure to give such notice, the relevant meeting shall be deemed to be inquorate unless the Directors absent from such meeting waive the requirement to receive 7 clear days' notice thereof.

33. Any one or more (including, without limitation, all) members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board or such Committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Such meeting shall be deemed to have occurred at the place where a majority of the Board members are present or, if there are only two, where the Chairman of the Board is present.

34. A resolution in writing signed by or on behalf of all the Directors for the time being entitled to receive notice of a meeting of the Directors or any committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or such committee duly convened and held. Any such resolution may consist of several documents in the like form each

signed by or on behalf of one or more of the Directors and signature in the case of a body corporate which is a Director shall be sufficient if duly made by a director of such body corporate or by its duly authorised representative.

35. A Director absent or intending to be absent from the United Kingdom may request the Board that notices of meetings of the Board or of meetings of a committee of the Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, but in the absence of any such request it shall not be necessary to give notice of a meeting of the Board or of any meeting of a committee of the Directors to any Director who is for the time being absent from the United Kingdom.

36. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform with any regulations that may be imposed on it by the Directors.

EXECUTIVE DIRECTORS

37. The Directors may from time to time appoint one or more of their body to any executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as the Directors may determine and may revoke or terminate any such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company, or the Company may have against such Director, for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.

38. Any Director appointed to an executive office shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine, and either in addition to or in lieu of his remuneration as a Director.

NOTICES

39. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address whether within or outside the United Kingdom as appearing in the Register of Members or by delivering it to or leaving it at such address, addressed as aforesaid, or by any other means provided such other means have been 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. Any notice or other document served or

delivered in accordance with these Articles of Association shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the expiration of 24 hours after posting 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.

40. Notice of every general meeting shall be given in any manner authorised by or under these Articles of Association to all Members other than such as, under the provisions of these Articles of Association or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 111 to 116 of Table A shall not apply to the Company.

INDEMNITY

41. Every Director, Managing Director or other executive officer and Auditor of the Company shall be indemnified out of the funds of the Company against all liabilities incurred by him as such in defending proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under Section 727 of the Companies Act 1985 in which relief is granted to him by the Court.

R0753.86D5

(1340C)

Company Number 1655859

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

PROCESS AUTOMATION & COMPUTER SYSTEMS LIMITED

Passed 25th October, 1988

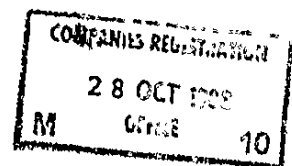
AT an Extraordinary General Meeting of the above-named Company, duly convened and held on 25th October, 1988, the following Resolution was duly passed as a Special Resolution, namely:-

SPECIAL RESOLUTION

THAT:-

- (1) each of 3,750 unclassified shares of £1 each in the capital of the Company be and is hereby redesignated as one 'A' Ordinary Share of £1; and
- (2) Article 22 of the Articles of Association of the Company be and it is hereby amended by the insertion between the words "exceed", and "the Adjusted", where they occur on the seventh line of such Article, of the words "the greater of (i) the sum of £350,000 and (ii); and
- (3) the Directors be and they are hereby authorised to constitute and issue an 8% Convertible Loan Note 1988-93 on the terms of the draft made available for inspection at the registered office of the Company.


Chairman



THE COMPANIES ACTS 1948 TO 1982
AND
THE COMPANIES ACT 1985

NEW
ARTICLES OF ASSOCIATION

of

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(Adopted by Special Resolution passed on
13th August, 1986 as amended by Special Resolutions
passed on 16th July 1987 and 25th October 1988

TABLE A

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as altered by any enactment coming into operation prior to the date of adoption of these Articles of Association, (such Regulations as so altered being hereinafter called "Table A") shall, except where the same are excluded or varied by or inconsistent with these Articles of Association, apply to the Company.

BUSINESS

2. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they may consider expedient and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may consider it expedient not to commence or proceed with the same.

UNISSUED SHARE CAPITAL

3. Subject to any statutory provision, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine provided that no share shall be issued otherwise than fully paid or credited as fully paid. Section 89(1) and Section 90(1) to (6) of the Companies Act 1985 shall not apply to the allotment by the Company of any equity security as defined by Section 94(a) of that Act.

4. The Directors are by this Article authorised to exercise the powers of the Company to allot all relevant securities (within the



meaning of Section 80 of the Companies Act 1985) such authority shall be unconditional and for the exercise of such power generally: the maximum amount of relevant securities that may be the subject of allotment under such authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the date of adoption of these Articles: unless removed, such authority will expire on the date five years from the date immediately preceding that on which the resolution adopting these Articles is passed: save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot the relevant securities in pursuance of such offer or agreement accordingly: the amount of a relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for, or to convert any security into, shares in the Company mean the nominal amount of shares in the Company which would be required to satisfy such right (assuming full exercise).

SHARE CAPITAL

5. The authorised share capital of the Company at the date of the adoption of these Articles is £300,000 divided into 71,041 "A" Ordinary Shares of £1 each, 20,000 "B" Ordinary Shares of £1 each and 208,959 unclassified shares of £1 each. The "A" Ordinary Shares and the "B" Ordinary Shares shall be separate classes of shares, but, save as hereinafter expressly provided, shall rank pari passu in all respects and are hereinafter together referred to as the "Ordinary Shares". Subject to Article 14, the Company may by Special Resolution redesignate any "A" Ordinary Share as a "B" Ordinary Share, any "B" Ordinary Share as an "A" Ordinary Share and any unclassified share as an "A" Ordinary Share or a "B" Ordinary Share.

6. The Ordinary Shares shall entitle the holders thereof to the special rights and subject them to the restrictions and provisions following, namely:-

- (a) The "A" Ordinary Shares shall confer the right on the holders of a majority thereof for the time being issued by notice in writing signed by them and left at the registered office of the Company to appoint up to 9 Directors and at any time and from time to time by like notice to remove any such person so appointed and to appoint any other person to be a Director in place of any Director so removed or in place of any Director vacating office in any way and so appointed by them. Any Director so appointed shall be an "A" Director.
- (b) The "B" Ordinary Shares shall confer:-
 - (i) on the holders thereof the right in a winding-up of the Company or on a return of capital which shall

* By Special Resolution passed on 16th July 1987, 41,749 unclassified shares were redesignated such that the authorised share capital is divided into 90,541 "A" Ordinary Shares, 42,249 "B" Ordinary Shares and 167,210 unclassified shares.

commence or be made or declared within three calendar years from the date of adoption of these Articles to the payment, in priority to any payment to the holders of the "A" Ordinary Shares, of an aggregate amount (to be paid to the holders of the "B" Ordinary Shares pari passu and rateably) equal to the sum of the par value of the issued "B" Ordinary Shares and that proportion of the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "B" Ordinary Shares and, subject to the payment to the holders of the "A" Ordinary Shares in respect of each "A" Ordinary Share held by them of an aggregate amount equal to the sum paid in respect of each of the issued "B" Ordinary Shares pursuant to the foregoing provisions of this Article 6(b)(i), the "B" Ordinary Shares thereafter shall rank pari passu and rateably with the "A" Ordinary Shares; and

- (ii) on the holders of a majority thereof for the time being issued (provided that the "B" Ordinary Shares for the time being issued represent not less than 10 per cent. of the Ordinary Shares then in issue and fully paid) the right by notice in writing signed by them and left at the registered office of the Company to appoint one Director and at any time and from time to time by like notice to remove any such person so appointed and to appoint any other person to be a Director in place of any Director so removed or in place of any Director vacating office in any way and originally so appointed by them; any Director so appointed shall be a "B" Director and shall receive a fee of not less than £7,500 per annum (such fee to be reviewed annually) plus any reasonable expenses.

SHARE CERTIFICATES

7. Every person whose name is entered in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgment of transfer, as he may direct, either one certificate for all his shares or several certificates each for one or more of his shares. Regulation 6 of Table A shall be read and construed accordingly.

TRANSFER OF SHARES

8. The instrument of transfer of a share shall be signed by or on behalf of the transferor, 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.

9. The Directors shall refuse to register any proposed transfer of a share:-

- (i) other than a transfer made pursuant to or permitted by the provisions of Articles 8 to 13 hereof; or
- (ii) where the transferor is a party to a Subscription Agreement (the "Subscription Agreement") dated 13th August, 1986 and made between, inter alios, (1) Brian Douglas Neve, Dr Peter John Lawrence and the other shareholders named therein, (2) Noyai Life Insurance Limited, BP Pension Trustees Limited and Business Application of Science and Engineering International Limited (the "Investors") and (3) the Company and the transfer is not accompanied by an undertaking under seal by the proposed transferee to all the other parties to such Agreement in a form satisfactory to such parties undertaking to adhere to and to be bound in the same manner as the proposed transferor by the terms and conditions (including Clause 9 and Clause 10) of the Subscription Agreement.

10. (A) Subject to the provisions of Article 9, a Member may (subject as hereinafter provided) at any time transfer any of his shares:-

- (i) to a member of the same group;
- (ii) to any other person with the consent in writing of all the other Members of the Company; or
- (iii) to a Privileged Relation; or
- (iv) to give effect to the exercise of any option granted pursuant to the PACS No 2 Executive Share Option Scheme.

For the purposes of these Articles:-

- (a) "a member of the same group" means a company which is for the time being a holding company of the transferor company or a subsidiary of the transferor company or of any such holding company; and the expressions "holding company" and "subsidiary" have the meanings ascribed to them in Section 736 of the Companies Act 1985; and
- (b) "Privileged Relation" means and includes a spouse and any children (including adopted children) and any descendent of any such children and any trustee or trustees of a settlement of the relevant transferor under which no one other than the relevant transferor, his spouse, children (including adopted children) and any descendent (including any not yet born) of any such children is entitled to a beneficial interest and the executors or personal representatives of a deceased Member.

(B) Where shares have been transferred under Article 10(A)(i) above (whether directly or by a series of transfers thereunder) from a body corporate (hereinafter called the "transferor company",

which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group (hereinafter called the "transferee company") and subsequently the transferee company ceases to be a member of the same group as the transferor company, it shall be the duty of both the transferor company and transferee company to notify the Directors in writing that such event has occurred and the transferee company shall be bound, if and when required in writing by the Directors so to do, to give a transfer notice (as defined in Article 11) in respect of the relevant shares.

(C) If a transfer notice is not given as required pursuant to paragraph (B) above within 10 days of a written request by the Directors to the Member concerned for the transfer notice to be given the relevant transfer notice shall thereupon be deemed to have been given.

(D) Where shares have been transferred under Article 10(A)(iii) above (whether directly or by a series of transfers thereunder) from a Member (the "Original Member") to a Privileged Relation of the Original Member no further transfer pursuant to Article 10(A)(iii) may be made unless the transferee is a Privileged Relation of the Original Member.

11. Except in the case of a transfer of shares expressly authorised by Article 10, the right to transfer shares in the Company shall be subject to the following restrictions, in addition to the conditions of Article 9, namely:-

(A) Before transferring any shares (or disposing of any interest therein) the Member proposing to transfer or dispose of the same (hereinafter called the "proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company to that effect specifying the proposed transferee. The transfer notice shall constitute the Company the proposing transferor's agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price during the prescribed period to ~~any~~ Members holding shares of the same class and, if no such Member shall desire to purchase the same, first to any other Member and then to any person selected by the Directors Provided that no shares shall be sold to any person on whom a notice has been served pursuant to Clause 10 of the Subscription Agreement or to the Privileged Relation of such person. A transfer notice shall not be revocable except with the unanimous consent of the Directors.

(B) If, not more than one month before the date on which the transfer notice was given, the proposing transferor shall have agreed with the Directors a price per share as representing the fair value thereof (such price being hereinafter called the "agreed price") then (subject to such price being notified to the Members and subject as mentioned below) such agreed price shall be the prescribed price. Otherwise, upon the

giving of the transfer notice, the Directors shall request the Auditors for the time being of the Company to determine and certify the sum per share considered by the Auditors to be the fair market value thereof as at the date of the transfer notice and the sum per share so determined and certified shall (subject as mentioned below) be the prescribed price. For the purposes of determining the market value of the Ordinary Shares, and unless all the Members shall otherwise agree, the Auditors shall assume that the Company will continue as a going concern and that the sale of the shares is as between a willing seller and a willing buyer and, in determining the value of the Ordinary Shares, the value of the Company as a whole shall be assessed and the value of each Ordinary Share calculated by dividing the sum so assessed by the number of Ordinary Shares in issue at the date of the assessment. The Auditors shall act hereunder at the cost and expense of the Company as an expert and not as an arbitrator and their determination shall be final and binding on all concerned. Provided that in relation to any offer of shares to an Investor following service of a transfer notice pursuant to Clause 10 of the Subscription Agreement the prescribed price shall be as provided in the said Clause 10 and the provisions of this Article 11 shall be deemed to be amended accordingly.

- (C) The prescribed period shall commence on the date of the transfer notice and shall expire on whichever is the later of the date falling two months after the date thereof or, in the event of the prescribed price not being the agreed price the subject of the transfer notice, the date falling two months after the date on which the Auditors shall have notified the Directors of their determination of the prescribed price.
- (D) As soon as the prescribed price has been determined, all shares the subject of any transfer notice shall, subject as mentioned below, first by notice in writing be offered by the Company to all Members holding shares of the same class (other than the Member to whose shares the transfer notice relates or, in relation to any transfer notice given pursuant to Clause 10 of the Subscription Agreement, any Privileged Relation of such person) for purchase at the prescribed price on the terms that in case of competition the shares so offered shall (subject always to the provisions of Article 9 and paragraph (E) of this Article) be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any Member beyond that applied for by him) to their existing holdings of Ordinary Shares. Such offer shall limit the time (not being less than ~~twenty-eight~~ ^{ten} days nor more than ~~forty-two~~ ^{ten} days) within which it must be accepted, failing which it will lapse. Any shares not so accepted during such period shall during a like period commencing on the day following the expiry of such first period be offered by the Company to all the other Members of the Company (other than the Member to whose shares the transfer notice relates or, in relation to any transfer notice

given pursuant to Clause 10 of the Subscription Agreement, any Privileged Relation of such person), whereupon the foregoing provisions of this paragraph shall, mutatis mutandis, apply and any shares then not so accepted may during such further period be offered by the Company to such persons as the Directors may think fit for purchase at the prescribed price.

- (E) If the Company shall within the prescribed period find Members or other such persons as aforesaid (hereinafter called "purchasers") to purchase the shares concerned or any of them and give notice in writing thereof to the proposing transferor, the proposing transferor shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers. Every such notice shall state the name and address of the purchaser and the number of shares agreed to be purchased by it and the purchase shall be completed at a place and time to be appointed by the Directors (not being less than three days nor more than ten days after the date of such notice), provided always that, if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned, this paragraph shall not apply unless the Company shall have found purchasers for all of such shares.
- (F) If a proposing transferor shall fail or refuse to transfer the shares to a purchaser hereunder the Directors may authorise any person to execute and deliver on its behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchaser to be registered as the holder of such shares. The 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 purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- (G) If the Company shall not within the prescribed period find purchasers willing to purchase all or (except where the proviso to paragraph (E) of this Article applies) part of the shares and gives notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, the proposing transferor at any time thereafter up to the expiration of four months after the end of the prescribed period shall be at liberty (subject always to the provisions of Article 9) to transfer those shares for which the Company has not within the prescribed period given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any intending purchaser disclosed by it under paragraph (A) of this Article (but to no other person) on a bona fide sale at any price not being less than the prescribed price

PROVIDED THAT:

- (i) if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned it shall not be entitled hereunder to transfer any of such shares unless all of such shares are so transferred;
- (ii) the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer.

12. For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may 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 may deem relevant for such purpose.

13. If any Member shall become bankrupt or insolvent and within six months of such event a transfer notice shall not have been received by the Company in respect of the shares in the Company held by such Member at the time of such event, a transfer notice shall be deemed to have been received by the Company in respect of such shares on the expiry of such period of six months. The foregoing provisions of this Article shall, mutatis mutandis, apply in the case of the death or liquidation of any Member where any shares registered in the name of such Member do not pass, whether by operation of law or otherwise, to a Privileged Relation.

MODIFICATION OF RIGHTS

14. Subject to the provisions of Section 127 of the Companies Act 1985, all or any of the special rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of these presents as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one person ~~at~~ least holding or representing by proxy not less than one-third of the issued shares of the class, every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and any holder of shares of the class present in person or by proxy may demand a poll.

LIEN

15. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a future time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of a person for all moneys presently payable by him or his estate to the Company in respect of such person's holding of shares whether such person is the sole registered holder of such shares or is one of two or more joint holders; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon. Regulation 8 of Table A shall not apply.

PROCEEDINGS AT GENERAL MEETINGS

16. No business shall be transacted at any general meeting (including any adjournment thereof) unless a quorum of Members is present at the time when the meeting proceeds to business and throughout the meeting. Two Members present in person or by proxy, shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purposes of these Articles to be present in person if represented by a proxy or in accordance with the provisions of the Companies Act 1985.

17. Subject to any statutory provision, a resolution in writing expressed to be an ordinary, extraordinary or special resolution signed by or on behalf of all the Members of the Company who would be entitled to receive notice of and to attend and vote on such a resolution if it were to be proposed at a general meeting of the Company shall be as valid and effectual as if it had been passed at such a general meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Members and signature in the case of a body corporate which is a Member shall be sufficient if made by a director thereof or its duly authorised representative. Regulation 53 of Table A shall not apply.

18. A poll may be demanded by the chairman of the relevant meeting or by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.

19. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person and every person present as a proxy for a Member or Members shall have one vote, and on a poll every Member present in person or by proxy shall have one vote for every £1 nominal amount of ordinary share capital of which he is the holder. The Chairman of the meeting shall have a second or casting vote.

DIRECTORS

20. Unless and until otherwise determined by the Company in general meeting, the Directors shall not be less than two in number.

21. A Director or alternate Director need not be a Member of the Company but nevertheless shall be entitled to receive notice of and to attend and speak at any general meeting of the Company.

BORROWING POWERS

22. Subject to obtaining the prior approval of the Members (which shall not be required where the total principal amount of all outstanding borrowings, together with the total amount outstanding under any leasing or hire purchase agreements or other financial accommodation arrangements, of the Company and its subsidiaries does not (and would not in consequence of the borrowing in question) exceed the Adjusted Capital and Reserves) the Directors may exercise all the powers of the Company to borrow money, to give guarantees and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and, subject to Section 80 of the Companies Act 1985, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party (including the Company's holding company).

the greater of
(i) the sum of
£350,000 and
(ii)

For the purpose of this Article:-

(i) the "Adjusted Capital and Reserves" means the aggregate from time to time of:-

(a) the amount paid up or credited as paid up on the issued share capital of the Company; and

(b) the amount standing to the credit of the reserves (including any share premium account, capital redemption reserve and any credit balance on profit and loss account) all as shown by the then latest audited balance sheet but after deducting therefrom any debit balance on profit and loss account (except to the extent that such deduction has already been made) and making adjustments to reflect any variation in the amount of such paid up share capital, share premium account or capital redemption reserve since the date of such audited balance sheet;

and so that for this purpose (i) if any issue or proposed issue of shares by the Company for cash has been underwritten then the amount (including any premium) of the subscription moneys payable in respect thereof (not being moneys payable later than six months after the date of allotment) shall, to the extent so underwritten, be

deemed to have been paid up on the date such underwriting was made or, if made conditionally, became unconditional and (ii) share capital (including any premium) shall be deemed to have been paid up as soon as it has been unconditionally agreed to be subscribed or taken up by any person, provided that such subscription or taking up is to occur within six months of such agreement.

(ii) "borrowings" shall be deemed to include not only borrowings but also the following except insofar as otherwise taken into account:-

- (a) the nominal amount of any issued share capital and the principal amount of any debentures or borrowed moneys, the beneficial interest in which is not for the time being owned by a member of the Group, of any body whether corporate or unincorporated, the payment or repayment of which is the subject of a guarantee or indemnity by a member of the Group;
- (b) the outstanding amount raised by acceptances by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the Group but so as to exclude any bid bonds or performance bonds given to customers or potential customers as a requirement of obtaining a contract on arms' length terms;
- (c) the principal amount of any debenture (whether secured or unsecured) of a member of the Group owned, otherwise than by a member of the Group;
- (d) the principal amount of any preference share capital of any subsidiary owned otherwise than by a member of the Group; and
- (e) any premium payable on repayment of any borrowing or deemed borrowing;

but shall be deemed not to include:-

- (f) borrowings for the purposes of repaying the whole or any part of borrowings by a member of the Group for the time being outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period;
- (g) borrowings for the purpose of financing any contract in respect of which any part of the price receivable by a member of the Group is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade or by any other Governmental department fulfilling a similar function, to an

amount not exceeding that part of the price receivable thereunder which is so guaranteed or insured;

- (h) all liabilities which are not then current arising in respect of any hire purchase contract or any finance or other lease which has the effect that substantially all the risks and rewards of ownership of the leased asset are transferred to any member of the Group; and
 - (i) unsecured borrowings from bankers to the extent that there are amounts standing to the credit of the account(s) of the member of the Group making the borrowing and/or any other such member which, in accordance with the arrangements made between the bankers and such member are available for set-off by the bankers against the amount of such borrowings.
- (iii) when the aggregate principal amount of borrowings required to be taken into account for the purposes of this Article on any particular date is being ascertained:-
- (a) any of such moneys denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent at the rate of exchange prevailing on such date in London provided that any of such moneys shall be converted at the rate of exchange prevailing in London six months before such date if thereby such aggregate amount would be less (and so that for this purpose the rate of exchange shall be taken as the middle market rate as at the close of business);
 - (b) where under the terms of any borrowing the amount of money that would be required to discharge the principal amount of such borrowing in full if it fell to be repaid (at the option of the Company or by reason of default) on such date is less than the amount that would otherwise be taken into account in respect of such borrowing for the purpose of this Article, the amount of such borrowing to be taken into account for the purpose of this Article shall be such less amount;
 - (c) moneys borrowed by a partly-owned subsidiary and not owing to a member of the Group shall be taken into account in calculating, for the purposes of these Articles, the aggregate amount from time to time outstanding of all moneys borrowed by the Group subject to the exclusion of a proportion thereof equal to the minority proportion and moneys borrowed and owing to a partly-owned subsidiary by any member

of the Group shall be taken into account as aforesaid to the extent of a proportion thereof equal to the minority proportion; for the purposes aforesaid "minority proportion" shall mean the proportion of the issued equity share capital of such partly-owned subsidiary which is not attributable (directly or indirectly) to the Company; and

(d) an amount equal to the moneys borrowed of any body corporate becoming a subsidiary of the Company immediately after it becomes such a subsidiary and for a period of six months thereafter, and an amount equal to moneys borrowed remaining secured on any asset acquired by the Company or any subsidiary immediately after such acquisition shall at the time of such acquisition and for a period of six months thereafter be deducted in calculating for the purposes of these Articles the aggregate amount from time to time outstanding of all moneys borrowed by the Company and its subsidiaries.

(iv) "audited balance sheet" shall mean the audited balance sheet of the Company prepared for the purposes of the Companies Act 1985 unless at the date of the then latest such balance sheet there shall have been prepared for such purposes and audited a consolidated balance sheet of the Company and its subsidiaries (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Companies Act 1985) and in the latter event "audited balance sheet" shall mean such audited consolidated balance sheet of the Company and such subsidiaries, the references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively and there shall be excluded any amounts attributable to outside interests in subsidiaries;

(v) the Company may from time to time change the accounting convention on which the audited balance sheet is based, provided that any new convention adopted complies with the requirements of the Companies Acts 1985 if the Company should prepare its main audited balance sheet on the basis of one such convention, but a supplementary audited balance sheet or statement on the basis of another, the main audited balance sheet shall be taken as the audited balance sheet for the purposes of this Article; and

(vi) the "Group" means the Company and its subsidiaries (if any);

A certificate or report by the Auditors for the time being of the Company as to the amount of the Adjusted Capital and Reserves or the amount of any borrowings or to the effect that the limit imposed by this Article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of such amount or fact for the purposes of this Article.

Notwithstanding the foregoing no lender or other person dealing with the Company shall be concerned to see or inquire whether the limit imposed by this Article is observed and no borrowing incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the borrowing was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

POWERS AND DUTIES OF DIRECTORS

23. 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 Section 317 of the Companies Act 1985. Subject where applicable to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement 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. Regulation 94 of Table A shall not apply

24. (A) Each Director shall have the power to appoint any person, to be his alternate Director and may at his discretion remove such alternate Director. Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointor and delivered to the Secretary at the registered office of the Company or tendered at a meeting of the Directors. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Directors or of a committee of the Directors of which his appointor is a member to the same extent as, but in lieu of, his appointor and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and, for the purposes of the proceedings at such meeting, the provisions of these Articles of Association shall apply as if he were a Director.

(B) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles of Association relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his appointor. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis 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.

(C) Every person acting as an alternate Director shall have one vote for every Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Directors or a committee of the Directors, provided his appointor is a member of such committee, shall (unless the notice of his appointment provides to the contrary) be as effective as the signature of his appointor. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

(D) The words "(including alternate Directors)" shall be inserted after "The directors" at the beginning of Regulation 83 of Table A.

25. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or 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. The Directors may by resolution 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.

26. The Company may exercise all the powers conferred by statute with regard to having any official seal and such powers shall be vested in the Directors. 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.

DISQUALIFICATION

27. No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.

28. The office of a Director shall be vacated in any of the following events namely:-

- (a) if (not being employed under a contract which precludes resignation) he resigns his office by notice in writing delivered to the Company or tendered at a meeting of the Directors;

- (b) if he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Directors resolve that his office is vacated;
- (c) if he becomes bankrupt or compounds with his creditors;
- (d) if he is prohibited by law from being a Director; or
- (e) if he ceases to be a Director by virtue of any statute or is removed from office pursuant to these Articles.

29. Regulations 73 to 80 (inclusive) of Table A shall not apply.

PROCEEDINGS OF DIRECTORS

30. The quorum necessary for the transaction of business at meetings of Directors shall be two.

31. Questions arising at any meeting of the Directors or of any committee of the Directors shall be decided by a majority of votes and, in the event of an equality of votes, the Chairman shall have a casting vote.

A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Regulations 88 and 89 of Table A shall not apply to the Company.

32. Each of the Directors or their respective alternates appointed in accordance with these Articles shall be entitled to not less than 7 clear days' notice of any meeting of the Board or any committee of the Directors and such notice shall specify the general nature of the business to be considered at such meeting. In the event of failure to give such notice, the relevant meeting shall be deemed to be inquorate unless the Directors absent from such meeting waive the requirement to receive 7 clear days' notice thereof.

33. Any one or more (including, without limitation, all) members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board or such Committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Such meeting shall be deemed to have occurred at the place where a majority of the Board members are present or, if there are only two, where the Chairman of the Board is present.

34. A resolution in writing signed by or on behalf of all the Directors for the time being entitled to receive notice of a meeting of the Directors or any committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or such committee duly convened and held. Any such resolution may consist of several documents in the like form each

signed by or on behalf of one or more of the Directors and signature in the case of a body corporate which is a Director shall be sufficient if duly made by a director of such body corporate or by its duly authorised representative.

35. A Director absent or intending to be absent from the United Kingdom may request the Board that notices of meetings of the Board or of meetings of a committee of the Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, but in the absence of any such request it shall not be necessary to give notice of a meeting of the Board or of any meeting of a committee of the Directors to any Director who is for the time being absent from the United Kingdom.

36. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform with any regulations that may be imposed on it by the Directors.

EXECUTIVE DIRECTORS

37. The Directors may from time to time appoint one or more of their body to any executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as the Directors may determine and may revoke or terminate any such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company, or the Company may have against such Director, for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.

38. Any Director appointed to an executive office shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine, and either in addition to or in lieu of his remuneration as a Director.

NOTICES

39. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address whether within or outside the United Kingdom as appearing in the Register of Members or by delivering it to or leaving it at such address, addressed as aforesaid, or by any other means provided such other means have been 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. Any notice or other document served or

delivered in accordance with these Articles of Association shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the expiration of 24 hours after posting 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.

40. Notice of every general meeting shall be given in any manner authorised by or under these Articles of Association to all Members other than such as, under the provisions of these Articles of Association or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 111 to 116 of Table A shall not apply to the Company.

INDEMNITY

41. Every Director, Managing Director or other executive officer and Auditor of the Company shall be indemnified out of the funds of the Company against all liabilities incurred by him as such in defending proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under Section 727 of the Companies Act 1985 in which relief is granted to him by the Court.

No. 1655859

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

Passed 29th November, 1990

AT an Extraordinary General Meeting of the above-named Company, duly convened and held on 29th November, 1990 the following Resolution was duly passed as a Special Resolution, namely:-

SPECIAL RESOLUTION

That:

- A. each of 15,229 of the unclassified shares of £1 each in the capital of the Company be and it is hereby reclassified as one "A" Ordinary Share of £1, and each of 108,231 of the unclassified shares of £1 each in the capital of the Company be and it is hereby reclassified as one "B" Ordinary Share of £1, such shares having the same rights and ranking pari passu in all respects with the existing "A" Ordinary Shares of £1 each and the existing "B" Ordinary Shares of £1 each respectively;
- B. the authorised share capital of the Company be and it is hereby increased to £500,000 divided into 159,520 "A" Ordinary Shares of £1 each and 340,480 "B" Ordinary Shares of £1 each by the creation of 50,000 "A" Ordinary Shares of £1 each and 150,000 "B" Ordinary Shares of £1 each, such shares having the same rights and ranking pari passu in all respects with the existing "A" Ordinary Shares of £1 each and the existing "B" Ordinary Shares of £1 each respectively;
- C. the re-classification of 42,250 unclassified shares of £1 each in the capital of the Company into 2,250 "A" Ordinary Share of £1 and 40,000 "B" Ordinary Share of £1 by resolution passed on 16th June, 1989, and the subsequent allotment of the relevant 40,000 of such shares as "B" Ordinary Shares of £1 each, be and each of them is hereby approved, ratified and confirmed with effect from the date of the passing of the said resolution and the making of such allotment;
- D. the provisions set out in the printed document marked "X" submitted to this meeting and signed for the purpose of identification by the Chairman hereof be and they are hereby approved and adopted as paragraph (u) of Clause 3 of the Company's Memorandum of Association and the existing paragraph (u) of such Clause be and it is hereby redesignated as paragraph (v);

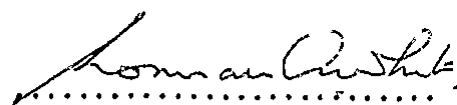
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- E. the Articles of Association contained in the printed document marked "Y" submitted to this meeting and signed for the purposes of identification by the Chairman hereof be and they are hereby approved and adopted as the new Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association of the Company; and
- F. subject to such approval, if any, of the Board of the Inland Revenue as may be required, Rule 4(a) of the Rules of the Process Automation and Computer Systems Limited Executive Share Option Scheme be and it is hereby amended so that the maximum number of shares issued and issuable under such scheme be increased to 37,427, by the deletion of the figure "22,198" where it occurs on the fifth line of such rule and the substitution therefor of the figure "37,427".


.....
Chairman

No. 1655859

THE COMPANIES ACTS 1948 TO 1980

THE COMPANIES ACT 1985

NEW
ARTICLES OF ASSOCIATION
of
PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED
(Adopted by Special Resolution passed on
29th November, 1990)

TABLE A

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as altered by any enactment coming into operation prior to the date of adoption of these Articles of Association, (such Regulations as so altered being hereinafter called "Table A") shall, except where the same are excluded or varied by or inconsistent with these Articles of Association, apply to the Company.

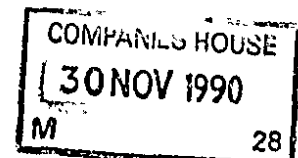
BUSINESS

2. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they may consider expedient and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may consider it expedient not to commence or proceed with the same.

UNISSUED SHARE CAPITAL

3. Subject to any statutory provision, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine provided that no share shall be issued otherwise than fully paid or credited as fully paid. Section 89(1) and Section 90 (1) to (6) of the Companies Act 1985 shall not apply to the allotment by the Company of any equity security as defined by Section 94(2) of that Act.

4. The Directors are by this Article authorised to exercise all powers of the Company to allot all relevant securities (within the meaning of Section 80 of the Companies Act 1985): such authority shall be unconditional and for the exercise of such power generally: the maximum amount of relevant securities that may be the subject of allotment under such authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the



date of adoption of these Articles: unless renewed, such authority will expire on the date five years from the date immediately preceding that on which the resolution adopting these Articles is passed: save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot the relevant securities in pursuance of such offer or agreement accordingly: the amount of a relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for, or to convert any security into, shares in the Company mean the nominal amount of shares in the Company which would be required to satisfy such right (assuming full exercise).

SHARE CAPITAL

5. The authorised share capital of the Company at the date of the adoption of these Articles is £500,000 divided into 144,291 "A" Ordinary Shares of £1 each, and 355,709 "B" Ordinary Shares of £1 each. The "A" Ordinary Shares and the "B" Ordinary Shares shall be separate classes of shares, but, save as hereinafter expressly provided, shall rank pari passu in all respects and are hereinafter together referred to as the "Ordinary Shares". Subject to Article 14, the Company may by Special Resolution redesignate any "A" Ordinary Share as a "B" Ordinary Share, and any "B" Ordinary Share as an "A" Ordinary Share.

6. The "B" Ordinary Shares shall confer on the holders thereof the right in a winding-up of the Company or on a return of capital which shall commence or be made or declared within three calendar years from the date of adoption of these Articles to the payment, in priority to any payment to the holders of the "A" Ordinary Shares, of an aggregate amount (to be paid to the holders of the "B" Ordinary Shares pari passu and rateably) equal to the sum of the par value of the issued "B" Ordinary Shares and that proportion of the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "B" Ordinary Shares and, subject to the payment to the holders of the "A" Ordinary Shares in respect of each "A" Ordinary Share held by them of an aggregate amount equal to the sum paid in respect of each of the issued "B" Ordinary Shares pursuant to the foregoing provisions of this Article 6, the "B" Ordinary Shares thereafter shall rank pari passu and rateably with the "A" Ordinary Shares.

SHARE CERTIFICATES

7. Every person whose name is entered in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgment of transfer, as he may direct, either one certificate for all his shares or several certificates each for one or more of his shares. Regulation 6 of Table A shall be read and construed accordingly.

TRANSFER OF SHARES

8. The instrument of transfer of a share shall be signed by or on behalf of the transferor, 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.

9. The Directors shall refuse to register any proposed transfer of a share:-

- (a) other than a transfer made pursuant to or permitted by the provisions of Articles 10 and 11 hereof; or
 - (b) where the transferor is a party to a Subscription Agreement (the "First Subscription Agreement") dated 13th August, 1986 and made between, inter alios, (1) Brian Douglas Neve, Dr Peter John Lawrence and the other shareholders named therein, (2) Royal Life Insurance Limited, BP Pension Trustees Limited and Business Application of Science and Engineering International Limited (the "Investors") and (3) the Company and/or a Subscription Agreement (the "Second Subscription Agreement") dated 29th November 1990 and made between, inter alios, (1) Brian Douglas Neve, Allan Imrie, Christopher Richard Bell and BASE International Limited, (2) Michael Knights, (3) Euroventures Switzerland II, (4) Royal Life Insurance Limited and British Petroleum Pension Trust Limited, and (5) the Company; and the transfer is not accompanied by an undertaking under seal by the proposed transferee to all the other parties to the relevant Subscription Agreement or Subscription Agreements (as the case may be) in a form satisfactory to such parties undertaking to adhere to and to be bound in the same manner as the proposed transferor by the terms and conditions of that agreement or agreements (including, where relevant, Clause 9 and Clause 10 of the First Subscription Agreement and/or Clause 11 of the Second Subscription Agreement).
10. (A) Subject to the provisions of Article 9, a Member may (subject as hereinafter provided) at any time transfer any of his shares:-
- (i) to a member of the same group;
 - (ii) to any other person with the consent in writing of all the other Members of the Company; or
 - (iii) to a Privileged Relation; or
 - (iv) to give effect to the exercise of any option granted pursuant to an approved Share Option Scheme; or
 - (v) in the case of Euroventures Switzerland II, within the period of six months following the date of the Second Subscription Agreement and on one occasion only, to a designated third party.

For the purposes of these Articles:-

- (a) "a member of the same group" means a company which is for the time being a holding company of the transferor company or a subsidiary of the transferor company or of any such holding company; and the expressions "holding company" and "subsidiary" have the meanings ascribed to them in Section 736 of the Companies Act 1985;
- (b) "Privileged Relation" means and includes a spouse and any children (including adopted children) and any descendent of any such children and any trustee or trustees of a settlement of the relevant transferor under which no one other than the

relevant transferor, his spouse, children (including adopted children) and any descendant (including any not yet born) of any such children is entitled to a beneficial interest and the executors or personal representatives of a deceased Member; and

- (c) "an approved Share Option Scheme" means a share option scheme approved by the Directors and adopted by the Company for the benefit of the employees of the Company.
- (d) "a designated third party" means either an investment fund, investment syndicate or similar investment vehicle managed by Euroventures-Genevest (Switzerland) Management S.A. or a third party nominated by Euroventures Switzerland II and approved by the Investors (as defined in the Second Subscription Agreement).

(B) Where shares have been transferred under Article 10(A)(i) above (whether directly or by a series of transfers thereunder) from a body corporate (hereinafter called the "transferor company", which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group (hereinafter called the "transferee company") and subsequently the transferee company ceases to be a member of the same group as the transferor company, it shall be the duty of both the transferor company and transferee company to notify the Directors in writing that such event has occurred and the transferee company shall be bound, if and when required in writing by the Directors so to do, to give a transfer notice (as defined in Article 11) in respect of the relevant shares.

(C) If a transfer notice is not given as required pursuant to paragraph (B) above within 10 days of a written request by the Directors to the Member concerned for the transfer notice to be given the relevant transfer notice shall thereupon be deemed to have been given.

(D) Where shares have been transferred under Article 10(A)(iii) above (whether directly or by a series of transfers thereunder) from a Member (the "Original Member") to a Privileged Relation of the Original Member no further transfer pursuant to Article 10(A)(iii) may be made unless the transferee is a Privileged Relation of the Original Member.

11. Except in the case of a transfer of shares expressly authorised by Article 10, the right to transfer shares in the Company shall be subject to the following restrictions, in addition to the conditions of Article 9, namely:-

- (A) Before transferring any shares (or disposing of any interest therein) the Member proposing to transfer or dispose of the same (hereinafter called the "proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company to that effect specifying the number of shares to be transferred or in which any interest is to be transferred ("the Sale Shares") and the proposed transferee (if any). The transfer notice shall constitute the Company the proposing transferor's agent for the sale of the Sale Shares (together with all rights then attached thereto) at the prescribed price (determined in accordance with paragraph (B) below) during the prescribed period. The Sale Shares shall first be offered to all Members holding Ordinary Shares (without distinction between "A"

Ordinary Shares and "B" Ordinary Shares") and, if such Members shall not desire to purchase all or some part of the same, thereafter the Sale Shares (or the balance thereof which such Members do not desire to purchase, as the case may be) shall be offered in accordance with the terms of this Article to any person selected by the Directors Provided that no shares shall be sold to any person on whom a notice has been served pursuant to Clause 10 of the First Subscription Agreement or to the Privileged Relation of such person. A transfer notice shall not be revocable except with the unanimous consent of the Directors.

- (B) If, not more than one month before the date on which the transfer notice was given, the proposing transferor received a bona fide arms length offer from an independent third party to acquire the Sale Shares then the consideration stated in such offer (adjusted to take account of any non-cash element) for each of the Sale Shares ("the offer price") shall (subject as mentioned below) be the prescribed price. In the event of any dispute or disagreement over the valuation of any non-cash element of the consideration for each of the Sale Shares stated in any such offer, the determination of the offer price shall be referred to the Auditors, who shall act, at the cost of the Company, as an expert and not as an arbitrator and whose determination shall be final and binding on all concerned. If the Sale Shares are not the subject of such an offer, but not more than one month before the date on which the transfer notice was given, the proposing transferor shall have agreed with the Directors a price per share as representing the fair value thereof (such price being hereinafter called the "agreed price") then (subject as mentioned below) such agreed price shall be the prescribed price. Otherwise, upon the giving of the transfer notice, the Directors shall request the Auditors for the time being of the Company to determine and certify the sum per share considered by the Auditors to be the fair market value thereof ("the fair market price") as at the date of the transfer notice and the sum per share so determined and certified shall (subject as mentioned below) be the prescribed price. For the purposes of determining the fair market value of the Ordinary Shares, and unless all the Members shall otherwise agree, the Auditors shall assume that the Company will continue as a going concern and that the sale of the shares is as between a willing seller and a willing buyer and, in determining the value of the Ordinary Shares, the value of the Company as a whole shall be assessed and the value of each Ordinary Share calculated by dividing the sum so assessed by the number of Ordinary Shares in issue at the date of the assessment. The Auditors shall act hereunder at the cost and expense of the Company as an expert and not as an arbitrator and their determination shall be final and binding on all concerned. Provided that in relation to any offer of shares to an Investor following service of a transfer notice pursuant to Clause 10 of the First Subscription Agreement the prescribed price shall be as provided in the said Clause 10 and the provisions of this Article 11 shall be deemed to be amended accordingly.

- (C) The prescribed period shall commence on the date of the transfer notice and shall expire on whichever is the later of the date falling two months after the date thereof or, in the event of the prescribed price being the fair market price or an offer price in respect of which the Auditors determination is required, the date falling two months after the date on which the Auditors shall have notified the Directors of their determination of the fair market price or the offer price (as the case may be).
- (D) As soon as the prescribed price has been determined, the Sale Shares shall, subject as mentioned below, first by notice in writing be offered by the Company to all Members holding Ordinary Shares (without distinction between "A" ordinary Shares and "B" Ordinary Shares) (other than the Member to whose shares the transfer notice relates or, in relation to any transfer notice given pursuant to Clause 10 of the First Subscription Agreement, any Privileged Relation of such person) pro rata to the number of Ordinary Shares held by them respectively, for purchase at the prescribed price per Sale Share. Such offer shall limit the time (not being less than fourteen days nor more than twenty-eight days) within which it must be accepted, failing which it will lapse and shall state that, if any Member to whom such notice is given desires to purchase Sale Shares in excess of his pro rata entitlement ("Excess Shares"), he should in his reply state the number of excess shares he desires to purchase.

If any of the Members receiving an offer under this clause rejects such offer, in whole or in part, the shares in respect of which that offer was rejected shall be deemed to have been offered to the other Members in the Company who wished to purchase Excess Shares and such further offer shall then be deemed automatically accepted by such Members in proportion to the number of Excess Shares they desired to purchase, but so that fractions of shares shall be discounted and no Member shall be required to take any shares beyond the number in respect of which he accepted the offer. Any shares not so accepted during such period shall during the period of twenty-eight days commencing on the day following the expiry of such first period be offered by the Company to such persons as the Directors may think fit for purchase at the prescribed price.

- (E) If the Company shall within the prescribed period find Members or other such persons as aforesaid (hereinafter called "purchasers") to purchase the Sale Shares or any of them and give notice in writing thereof to the proposing transferor, the proposing transferor shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by it and the purchase shall be completed at a place and time to be appointed by the Directors (not being less than three days nor more than ten days after the date of such notice), provided always that, if the transfer notice shall state that the proposing transferor is not willing to transfer part only of the shares concerned, this paragraph shall not apply unless the Company shall have found purchasers for all of such shares.

- (F) If a proposing transferor shall fail or refuse to transfer the shares to a purchaser under the foregoing provisions of this Article the Directors may authorise any person to execute and deliver on its behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchaser to be registered as the holder of such shares. The 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 purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- (G) If the Company shall not within the prescribed period find purchasers willing to purchase all or (except where the proviso to paragraph (E) of this Article applies) some only of the Sale Shares and gives notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, the proposing transferor at any time thereafter up to the expiration of four months after the end of the prescribed period shall be at liberty (subject always to the provisions of Article 9) to transfer those Sale Shares for which the Company has not within the prescribed period given notice that it has found (or has given notice that it has no prospect of finding) purchasers or if the proviso to paragraph (E) of this Article applies, all of the Sale Shares, to any intending purchaser disclosed by it under paragraph (A) of this Article (but to no other person) on a bona fide sale at any price not being less than the prescribed price

PROVIDED THAT:

- (i) if the transfer notice shall state that the proposing transferor is not willing to transfer some only of the Sale Shares concerned it shall not be entitled hereunder to transfer any of such shares unless all of such shares are so transferred; and
- (ii) the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer.

12. For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may 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 may deem relevant for such purpose.

13. If any Member shall become bankrupt or insolvent and within six months of such event a transfer notice shall not have been received by the Company in respect of the shares in the Company held by such Member at the time of such event, a transfer notice shall be deemed to have been received by the Company in respect of such shares on the expiry of such period of six months. The foregoing provisions of this Article shall, mutatis mutandis, apply in the case of the death or liquidation of any Member where any shares registered in the name of such Member do not pass, whether by operation of law or otherwise, to a Privileged Relation or a member of the same group (as the case may be).

MODIFICATION OF RIGHTS

14. Subject to the provisions of Section 127 of the Companies Act 1985, all or any of the special rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of these presents as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one person at least holding or representing by proxy not less than one-third of the issued shares of the class, and any holder of shares of the class present in person or by proxy may demand a poll.

LIEN

15. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of a person for all moneys presently payable by him or his estate to the Company in respect of such person's holding of shares whether such person is the sole registered holder of such shares or is one of two or more joint holders; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon. Regulation 8 of Table A shall not apply.

PROCEEDINGS AT GENERAL MEETINGS

16. No business shall be transacted at any general meeting (including any adjournment thereof) unless a quorum of Members is present at the time when the meeting proceeds to business and throughout the meeting. Two members present in person, or by proxy, shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purpose of these Articles to be present in person if represented by a proxy or in accordance with the provisions of the Companies Act 1985.

17. A poll may be demanded by the chairman of the relevant meeting or by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.

18. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person and every person present as a proxy for a Member or Members shall have one vote, and on a poll every Member present in person or by proxy shall have one vote for every Ordinary Share in the capital of the Company of which he is the holder. Regulation 54 shall be amended accordingly.

RESOLUTIONS

19. (1) Subject to any statutory provision, a resolution in writing expressed to be an ordinary, extraordinary, special or elective resolution signed by or on behalf of all the Members of the Company who would be entitled to receive notice of and to attend and vote on such a resolution if it were to be proposed at a general meeting of the Company shall, subject to any restrictions contained in the Act, be as valid and effectual as if it had been passed at such a general meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Members and signature in the case of a body corporate which is a Member shall be sufficient if made by a director thereof or its duly authorised representative. Regulation 53 of Table A shall not apply.

20. Any resolution in writing for the purposes of Section 381A of the Act and/or Article 19 of these Articles or Article 37 of these Articles (or any part thereof) may be in the form of a telex, facsimile or in any other legible form sent by any other similar method of transmission and, unless the contrary shall be proved, it shall be deemed to be duly and validly signed by the person purporting to sign the same and whose name appears in the text as the person signing the same.

21. A copy of any written resolution proposed to be made pursuant to section 381A of the Act shall be provided to the Auditors in accordance with section 391B of the Act.

22. Any provision of these Articles inconsistent with the terms of any elective resolution passed pursuant to section 379A of the Act shall cease to have effect whilst and so long as such elective resolution has effect.

DIRECTORS

23. Unless and until otherwise determined by the Company in general meeting, the Directors shall not be less than two nor more than ten in number.

24. A Director or alternate Director need not be a Member of the Company but nevertheless shall be entitled to receive notice of and to attend and speak at any general meeting of the Company.

BORROWING POWERS

25. The Directors may exercise all the powers of the Company to borrow money, to give guarantees and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and, subject to Section 80 of the Companies Act 1985, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party (including the Company's holding company).

POWERS AND DUTIES OF DIRECTORS

26. 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 Section 317 of the Companies Act 1985. Subject where

applicable to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement 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. Regulation 94 of Table A shall not apply.

27. (A) Each Director shall have the power to appoint any person to be his alternate Director and may at his discretion remove such alternate Director. Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointor and delivered to the Secretary at the registered office of the Company or tendered at a meeting of the Directors. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Directors or of a committee of the Directors of which his appointor is a member to the same extent as, but in lieu of, his appointor and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and, for the purposes of the proceedings at such meeting, the provisions of these Articles of Association shall apply as if he were a Director.

(B) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles of Association relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his appointor. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis 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.

(C) Every person acting as an alternate Director shall have one vote for every Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Directors or a committee of the Directors, provided his appointor is a member of such committee, shall (unless the notice of his appointment provides to the contrary) be as effective as the signature of his appointor. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

(D) The words "(including alternate Directors)" shall be inserted after "The directors" at the beginning of Regulation 83 of Table A.

28. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or 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. The Directors may by resolution 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.

29. (1) The Company need not have a common seal, but, if it does it may exercise all the powers conferred by statute with regard to such seal and such powers shall be vested in the Directors. Any instrument to which such seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine. Regulations 101 of Table A shall be amended accordingly.

(2) Whether or not the Company has a common seal a document signed by a Director and the secretary of the Company, or by two Directors of the Company, and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if executed under the common seal of the Company. Regulation 6 of Table A shall be amended accordingly.

(3) A document executed by the Company, which makes it clear on its face that it is intended by the person or persons making it to be a deed shall have effect as a deed, in accordance with Section 36A(5) of the Act.

DISQUALIFICATION

30. No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.

31. The office of a Director shall be vacated in any of the following events namely:-

- (a) if (not being employed under a contract which precludes resignation) he resigns his office by notice in writing delivered to the Company or tendered at a meeting of the Directors;
- (b) if he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Directors resolve that his office is vacated;
- (c) if he becomes bankrupt or compounds with his creditors;
- (d) if he is prohibited by law from being a Director; or
- (e) if he ceases to be a Director by virtue of any statute or is removed from office pursuant to these Articles.

APPOINTMENT

32. (1) Regulations 73 to 75 (inclusive) and Regulation 80 of Table A shall not apply.
- (2) In Regulation 76 of Table A the words "other than a director retiring by rotation" shall be held to be delete.
 - (3) In Regulation 77 of Table A the words "(other than a director retiring by rotation at the meeting)" shall be held to be delete.
 - (4) In Regulation 79 of Table A the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting" shall be held to be delete.

PROCEEDINGS OF DIRECTORS

33. The quorum necessary for the transaction of business at meetings of Directors shall be two.

34. Questions arising at any meeting of the Directors or of any committee of the Directors shall be decided by a majority of votes and, in the event of an equality of votes, the Chairman shall have a casting vote.

A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Regulations 88 and 89 of Table A shall not apply to the Company.

35. Each of the Directors or their respective alternate Directors appointed in accordance with these Articles shall be entitled to not less than 7 clear days' notice of any meeting of the Board or any committee of the Directors and such notice shall specify the general nature of the business to be considered at such meeting. In the event of failure to give such notice, the relevant meeting shall be deemed to be inquorate unless the Directors absent from such meeting waive the requirement to receive 7 clear days' notice thereof.

36. Any one or more (including, without limitation, all) members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Such meeting shall be deemed to have occurred at the place where a majority of the Board members are present or, if there is no such place, where the Chairman of the Board is present.

37. A resolution in writing signed by or on behalf of all the Directors for the time being entitled to receive notice of a meeting of the Directors or any committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or such committee duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Directors. Signature in the case of a body corporate which is a Director shall be sufficient if duly made by a director of such body corporate or by its duly authorised representative. A resolution signed by an alternate Director need not also be signed by his appointor and a resolution signed by a Director who has appointed an alternate Director need not also be signed by his alternate Director in that capacity. Regulation 93 of Table A shall not apply.

38. A Director absent or intending to be absent from the United Kingdom may request the Board that notices of meetings of the Board or of meetings of a committee of the Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, but in the absence of any such request it shall not be necessary to give notice of a meeting of the Board or of any meeting of a committee of the Directors to any Director who is for the time being absent from the United Kingdom.

39. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform with any regulation that may be imposed on it by the Directors.

EXECUTIVE DIRECTORS

40. The Directors may from time to time appoint one or more of their body to any executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as the Directors may determine and may revoke or terminate any such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company, or the Company may have against such Director, for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.

41. Any Director appointed to an executive office shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine, and either in addition to or in lieu of his remuneration as a Director.

NOTICES

42. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address whether within or outside the United Kingdom as appearing in the Register of Members or by delivering it to or leaving it at such address, addressed as aforesaid, or by any other means provided such other means have been 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. Any notice or other document served or delivered in accordance with these Articles of Association shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the expiration of 24 hours after posting 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.

43. Notice of every general meeting shall be given in any manner authorised by or under these Articles of Association to all Members other than such as, under these Articles of Association or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 111 to 116 of Table A shall not apply to the Company.

INDEMNITY

44. Every Director, Managing Director or other executive officer and Auditor of the Company shall be indemnified out of the funds of the Company against all liabilities incurred by him as such in defending proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under Section 727 of the Companies Act 1985 in which relief is granted to him by the Court.

INSURANCE

45. Without prejudice to the provisions of Article 44 the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees or auditors of the Company, or of any other company in which the Company or any of the predecessors of the Company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any such other company or subsidiary undertaking are interested, including, (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund; for the purposes of this Article "subsidiary undertaking" shall have the same meaning as in the Act.

G

COMPANIES FORM No. 123

Notice of increase in nominal capital

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

--	--	--	--

1655859

Name of company

* PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

*Insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 29th November 1990 the nominal capital of the company has been
increased by £ 200,000 beyond the registered capital of £ 300,000.

†The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:

The new "A" Ordinary Shares of £1 each rank pari passu in all respects
with the existing "A" Ordinary Shares of £1 each.

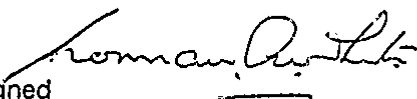
The new "B" Ordinary Shares of £1 each rank pari passu in all respects with the
existing "B" Ordinary Shares of £1 each.

Please tick here if
continued overleaf

☐

†Insert Director,
Secretary,
Administrator,
Administrative
Receiver or Receiver
(Scotland) as
appropriate

Signed

Designations DirectorDate 29/11/90Presenter's name, address and
reference (if any):

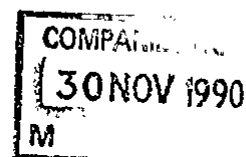
Watson Farley & Williams
Minorities House
2-5 Minorities
London EC3N 1BJ

Ref: DGH/434.9000

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General section

Post room



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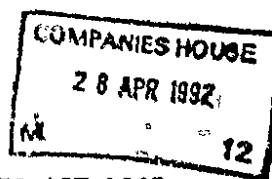
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Company Number 1655852



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

PROCESS AUTOMATION & COMPUTER SYSTEMS LIMITED

passed 17th February, 1992

At an Extraordinary General Meeting of the above named Company, duly convened and held on 17th February 1992, the following Resolutions was duly passed as a Special Resolution, namely:-

SPECIAL RESOLUTION

1. That:-

- (A) the authorised share capital of the Company be increased by £100,000 to £600,000 by the creation of 1,000,000 new "C" Ordinary Shares of 10p each, having the rights and being subject to the restrictions set out in the Articles of Association of the Company as amended by paragraph (B) of this Resolution).
- (B) the Articles of Association of the Company be amended by:-
 - (i) the deletion of the existing Articles 5 and 6 and the substitution in their place of the following Articles:-

SHARE CAPITAL

- "5. The authorised share capital of the Company at the date of the adoption of this Article 5 as part of these Articles is £600,000 divided into 144,291 "A" Ordinary Shares of £1 each, 355,709 "B" Ordinary Shares of £1 each and 1,000,000 "C" Ordinary Shares of 10 pence each. The "A" Ordinary Shares, the "B" Ordinary Shares and the "C" Ordinary Shares shall be separate classes of shares, but, save as hereinafter expressly provided, shall rank

pari passu in all respects and are hereinafter together referred to as the "Ordinary Shares". Subject to Article 14, the Company may by Special Resolution redesignate any Ordinary Share of any class as an Ordinary Share of any other class.

6. (1) Each "B" Ordinary Share and each "C" Ordinary Share shall confer on the holders thereof the right in a winding-up of the Company or on a return of capital which shall commence or be made or declared within three calendar years from the date of adoption of this Article 6 as part of these Articles to the payment, in priority to any payment to the holders of the "A" Ordinary Shares, of an amount (to be paid to the holders of the "B" Ordinary Shares and "C" Ordinary Shares pari passu) equal to:
- (a) in the case of each "B" Ordinary Share the aggregate of (i) the sum of fl: and (ii) the sum of fx/y , where x equals the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "B" Ordinary Shares and y equals the number of "B" Ordinary Shares then in issue.
- (b) in the case of each "C" Ordinary Share the aggregate of (i) the sum of 10p: and (ii) the sum of fx/y where x equals the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "C" Ordinary Shares and y equals the number of "C" Ordinary Shares then in issue.
- (2) Following, and subject to, the payment to the holders of the "B" Ordinary Shares and "C" Ordinary Shares of all the sums due in accordance with paragraph (1) of this Article, each "A" Ordinary Share shall confer on the holder thereof the right on a winding up of the Company or on a return of capital which shall commence or be made or declared within three calendar years from the date of adoption of this Article 6 as part of these Articles to the payment, in priority to any further payment to the holders of the "B" Ordinary Shares and/or the holders of the "C" Ordinary Shares, of an amount equal to the aggregate of (i) the sum of fl: and (ii) the sum of fx/y where x equals the amount standing to the credit of the share premium account of the company which has been contributed or treated as having been contributed by the holders of the "A" Ordinary Shares and y equals the number of "A" Ordinary Shares then in issue.

- (3) Following, and subject to, the payment to the holders of the "A" Ordinary Shares of all sums due in accordance with paragraph (2) above of this Article, or on a winding up of the Company or a return of capital which shall commence or be made or declared more than three years from the date of adoption of this Article 6 as part of these Articles, each of the "B" Ordinary Shares and each of the "C" Ordinary Shares shall rank pari passu in all respects."; and
- (ii) the insertion of the words "and C" Ordinary Shares":-
 - (aa) in line 13 of Article 11(A) after the words "'B" Ordinary Shares" and
 - (bb) in line 5 of Article 11(D) after the words "'B" Ordinary Shares".
- (C) the Directors be and they are hereby generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot relevant securities (within the meaning of the said section 80) to such persons and upon such terms as the Directors shall think fit provided always that the authority hereby conferred shall be limited to the allotment of relevant securities having an aggregate nominal amount equal to the amount by which the nominal amount of the authorised share capital of the Company (as increased by paragraph (A) of this Resolution) exceeds the nominal amount of the issued share capital of the Company at the date of the passing of this Resolution and such authority shall expire on the day preceding the fifth anniversary of the date of the passing of this Resolution save that the Company may at any time before such authority expires make an offer or agreement which would or might require relevant securities to be allotted after such authority expires and the Directors may allot such relevant securities in pursuance of such an offer or agreement as if the authority conferred hereby had not expired and that all authorities granted to the Directors under the said Section 80 prior to the date hereof are hereby revoked:
- (D) the Directors be and they are hereby generally and unconditionally authorised for the purposes of section 95 of the Companies Act 1985 to exercise all the powers of the Company to allot equity securities (within the meaning of section 94 of that Act) for cash pursuant to the general authority conferred on the Directors by paragraph (C) of this Resolution in accordance with section

80 of that Act as if the provision of section 89(1) of that Act did not apply to the allotment and so that:-

(1) this authority shall expire on the day preceding the fifth anniversary of the date of the passing of this Resolution but the Company may before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired.

(2) this authority is limited to the allotment of equity securities for cash to any person or persons up to an aggregate maximum nominal amount equal to the amount by which the nominal amount of the authorised share capital of the Company (as increased by paragraph (A) of this Resolution) exceeds the nominal amount of the issued share capital of the Company at the date of the passing of this Resolution.

(3) this authority is in substitution for any authority to like effect contained in any resolution passed prior to the date hereof: and

- (E) without prejudice to the provisions of paragraph (D) of this Resolution, any application or subscription by the Directors (or any of them) for, and or any allotment (or the grant of any option or options) to the Directors (or any of them), of (or over, as the case may be), up to 100,000 "C" Ordinary Shares in the capital of the Company (at an application or subscription price of not less than (50p) per Share), be and it is hereby ratified approved.

.....
Chairman

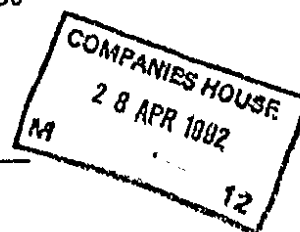
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THE COMPANIES ACTS 1948 TO 1980

AND

THE COMPANIES ACT 1985



NEW

ARTICLES OF ASSOCIATION

of

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(Adopted by a Special Resolution passed on
29th November, 1990 as amended by a Special Resolution
passed on 17th February, 1992)

TABLE A

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as altered by any enactment coming into operation prior to the date of adoption of these Articles of Association, (such Regulations as so altered being hereinafter called "Table A") shall, except where the same are excluded or varied by or inconsistent with these Articles of Association, apply to the Company.

BUSINESS

2. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they may consider expedient and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may consider it expedient not to commence or proceed with the same.

UNISSUED SHARE CAPITAL

3. Subject to any statutory provisions, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine provided that no share shall be issued otherwise than fully paid or credited as fully paid. Section 89(1) and Section 90(1) to (6) of the Companies Act 1985

shall not apply to the allotment by the Company of any equity security as defined by Section 94(a) of that Act.

4. The Directors are by this Article authorised to exercise all powers of the Company to allot all relevant securities (within the meaning of Section 80 of the Companies Act 1985) such authority shall be unconditional and for the exercise of such power generally: the maximum amount of relevant securities that may be the subject of allotment under such authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the date of adoption of these Articles: unless renewed, such authority will expire on the date five years from the date immediately preceding that on which the resolution adopting these Articles is passed: save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot the relevant securities in pursuance of such offer or agreement accordingly: the amount of a relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for, or to convert any security into, shares in the Company mean the nominal amount of shares in the Company which would be required to satisfy such right (assuming full exercise).

SHARE CAPITAL

5. The authorised share capital of the Company at the date of the adoption of this Article 5 as part of these Articles is £600,000 divided in 144,291 "A" Ordinary Shares of £1 each, 355,709 "B" Ordinary Shares of £1 each and 1,000,000 "C" Ordinary Shares of 10 pence each. The "A" Ordinary Shares, the "B" Ordinary Shares and the "C" Ordinary Shares shall be separate classes of shares, but, save as hereinafter expressly provided, shall rank pari passu in all respects and are hereinafter together referred to as the "Ordinary Shares". Subject to Article 14, the Company may by Special Resolution redesignate any Ordinary Share of any class as an Ordinary Share of any other class.
6. (1) Each "B" Ordinary Share and "C" Ordinary Share shall confer on the holders thereof the right in a winding-up of the Company or on a return of capital which shall commence or be made or declared within three calendar years from the date of adoption of this Article 6 as part of these Articles to the payment, in priority to any payment to the holders of the "A" Ordinary Shares, of an amount (to be paid to the holders of the "B" Ordinary Shares and "C" Ordinary Shares pari passu) equal to:
- (a) in the case of each "B" Ordinary Share the aggregate of (i) the sum of £1: and (ii) the sum of $\frac{fx}{y}$, where x equals the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "B" Ordinary Shares and y equals the number of "B" Ordinary Shares then in issue.

- (b) in the case of each "C" Ordinary Share the aggregate of (i) the sum of 10p; and (ii) the sum of fx/y where x equals the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "C" Ordinary Shares and y equals the number of "C" Ordinary Shares then in issue.

(2) Following, and subject to, the payment to the holders of the "B" Ordinary Shares and "C" Ordinary Shares of all the sums due in accordance with paragraph (1) of this Article, each "A" Ordinary Share shall confer on the holder thereof the right on a winding up of the Company or on a return of capital which shall commence or be made or declared within three calendar years from the date of adoption of this Article 6 as part of these Articles to the payment, in priority to any further payment to the holders of the "B" Ordinary Shares and/or the holders of the "C" Ordinary Shares, of an amount equal to the aggregate of (i) the sum of £1; and (ii) the sum of fx/y where x equals the amount standing to the credit of the share premium account of the company which has been contributed or treated as having been contributed by the holders of the "A" Ordinary Shares and y equals the number of "A" Ordinary Shares then in issue.

(3) Following, and subject to, the payment to the holders of the "A" Ordinary Shares of all sums due in accordance with paragraph (2) above of this Article, or on a winding up of the Company or on a return of capital which shall commence or be made or declared more than three years from the date of adoption of this Article 6 as part of these Articles, each of the "B" Ordinary Shares and each of the "C" Ordinary Shares shall rank *pari passu* in all respects.

SHARE CERTIFICATES

7. Every person whose name is entered in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgment of transfer, as he may direct, either one certificate for all his shares or several certificates each for one or more of his shares. Regulation 6 of Table A shall be read and construed accordingly.

TRANSFER OF SHARES

8. The instrument of transfer of a share shall be signed by or on behalf of the transferor, 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.
9. The Directors shall refuse to register any proposed transfer of a share:-
- (a) other than a transfer made pursuant to or permitted by the provisions of Articles 10 and 11 hereof; or
 - (b) where the transfer is a party to a Subscription Agreement (the "Subscription Agreement") dated 13th August, 1986 and made between, *inter alios*, (1) Brian

Douglas Neve, Dr Peter John Lawrence and the other shareholders named therein, (2) Royal Life Insurance Limited, BP Pension Trustees Limited and Business Application of Science and Engineering International Limited (the "Investors") and (3) the Company and/or a Subscription Agreement (the "Second Subscription Agreement") dated 9th November 1990 and made between, inter alios (1) Brian Douglas Neve, Allan Imrie, Christopher J. Bell and BASE International Limited, (2) Michael Knights, (3) Euroventures Switzerland II, (4) Royal Life Insurance Limited and British Petroleum Pension Trust Limited, and (5) the Company; and the transfer is not accompanied by an undertaking under seal by the proposed transferee to all the other parties to the relevant Subscription Agreement or Subscription Agreements (as the case may be) in a form satisfactory to such parties undertaking to adhere to and to be bound in the same manner as the proposed transferor by the terms and conditions of that agreement or agreements (including, where relevant, Clause 9 and Clause 10 of the First Subscription Agreement and/or Clause 11 of the Second Subscription Agreement).

10. (A) Subject to the provisions of Article 9, a Member may (subject as hereinafter provided) at any time transfer any of his shares:-
- (i) to a member of the same group;
 - (ii) to any other person with the consent in writing of all the other Members of the Company; or
 - (iii) to a Privileged Relation; or
 - (iv) to give effect to the exercise of any option granted pursuant to an approved Share Option Scheme; or
 - (v) in the case of Euroventures Switzerland II, within the period of six months following the date of the Second Subscription Agreement and on one occasion only, to a designated third party.

For the purposes of these Articles:-

- (a) "a member of the same group" means a company which is for the time being a holding company of the transferor company or a subsidiary of the transferor company or of any such holding company; and the expressions "holding company" and "subsidiary" have the meanings ascribed to them in Section 736 of the Companies Act 1985;
- (b) "Privileged Relation" means and includes a spouse and any children (including adopted children) and any descendent of any such children and any trustee or trustees of a settlement of the relevant transferor under which no one other than the relevant transferor,

his spouse, children (including adopted children) and any descendent (including any not yet born) of any such children is entitled to a beneficial interest and the executors or personal representatives of a deceased Member; and

- (c) "an approved Share Option Scheme" means a share option scheme approved by the Directors and adopted by the Company for the benefit of the employees of the Company; and
- (d) "a designated third party" means either an investment fund, investment syndicate or similar investment vehicle managed by Euroventures-Genevest (Switzerland) Management S.A. or a third party nominated by Euroventures Switzerland II and approved by the Investors (as defined in the Second Subscription Agreement).

(B) Where shares have been transferred under Article 10(A)(i) above (whether directly or by a series of transfers thereunder) from a body corporate (hereinafter called the "transferor company", which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group (hereinafter called the "transferee company") and subsequently the transferee company ceases to be a member of the same group as the transferor company, it shall be the duty of both the transferor company and transferee company to notify the Directors in writing that such event has occurred and the transferee company shall be bound, if and when required in writing by the Directors so to do, to give a transfer notice (as defined in Article 11) in respect of the relevant shares.

(C) If a transfer notice is not given as required pursuant to paragraph (B) above within 10 days of a written request by the Directors to the Member concerned for the transfer notice to be given the relevant transfer notice shall thereupon be deemed to have been given.

(D) Where shares have been transferred under Article 10(A)(iii) above (whether directly or by a series of transfers thereunder) from a member (the "Original Member") to a Privileged Relation of the Original Member no further transfer pursuant to Article 10(A)(iii) may be made unless the transferee is a Privileged Relation of the Original Member.

11. Except in the case of a transfer of shares expressly authorised by Article 10, the right to transfer shares in the Company shall be subject to the following restrictions, in addition to the conditions of Article 9, namely:-

(A) Before transferring any shares (or disposing of any interest therein) the Member proposing to transfer or dispose of the same (hereinafter called the "proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company to that effect specifying the number of shares to be

transferred or in which any interest is to be transferred ("the Sale Shares") and the proposed transferee (if any). The transfer notice shall constitute the Company the proposing transferor's agent for the sale of the Sale Shares (together with all rights then attached thereto) at the prescribed price determined in accordance with paragraph (B) below) during the prescribed period. The Sale Shares shall first be offered to all Members holding Ordinary Shares (without distinction between "A" Ordinary Shares and "B" Ordinary Shares and "C" Ordinary Shares) and, if such Members shall not desire to purchase all or some part of the same, thereafter the Sale Shares (or the balance thereof which such Members do not desire to purchase, as the case may be) shall be offered in accordance with the terms of this Article to any person selected by the Directors Provided that no shares shall be sold to any person on whom a notice has been served pursuant to Clause 10 of the Subscription Agreement or to the Privileged Relation of such person. A transfer notice shall not be revocable except with the unanimous consent of the Directors.

(B) If, not more than one month before the date on which the transfer notice was given, the proposing transferor received a bona fide arms length offer from an independent third party to acquire the Sale Shares then the consideration stated in such offer (adjusted to take account of any non-cash element) for each of the Sale Shares ("the offer price") shall (subject as mentioned below) be the prescribed price. In the event of any dispute or disagreement over the valuation of any non-cash element of the consideration for each of the Sale Shares stated in any such offer, the determination of the offer price shall be referred to the Auditors, who shall act, at the cost of the Company, as an expert and not as an arbitrator and whose determination shall be final and binding on all concerned. If the Sale Shares are not the subject of such an offer, but not more than one month before the date on which the transfer notice was given, the proposing transferor shall have agreed with the Directors a price per shares as representing the fair value thereof (such price being hereinafter called the "agreed price") then (subject as mentioned below) such agreed price shall be the prescribed price. Otherwise, upon the giving of the transfer notice, the Directors shall request the Auditors for the time being of the Company to determine and certify the sum per share considered by the Auditors to be the fair market value thereof ("the fair market price") as at the date of the transfer notice and the sum per share so determined and certified shall (subject as mentioned below) be the prescribed price. For the purposes of determining the market value of the Ordinary Shares, and unless all the Members shall otherwise agree, the Auditors shall assume that the Company will continue as a going concern and that the sale of the shares is as between a willing seller and a willing buyer and, in determining the value of the Ordinary Shares, the value of the Company as a whole shall be assessed and the value of each Ordinary Share calculated by dividing the sum so assessed by the number of Ordinary Shares in issue at the date of the assessment. The Auditors shall act hereunder at the cost and expense of the Company as an expert and not as an arbitrator and their determination shall be final and binding on all concerned. Provided that in relation to any offer of shares to an Investor following service of a transfer notice pursuant to Clause 10 of the Subscription Agreement

the prescribed price shall be as provided in the said Clause 10 and the provisions of this Article 11 shall be deemed to be amended accordingly.

(C) The prescribed period shall commence on the date of the transfer notice and shall expire on whichever is the later of the date falling two months after the date thereof or, in the event of the prescribed price being the fair market price or an offer price in respect of which the Auditors determination is required, the date falling two months after the date on which the Auditors shall have notified the Directors of their determination of the fair market price or the offer price (as the case may be).

(D) As soon as the prescribed price has been determined the Sale Shares shall subject as mentioned below, first by notice in writing be offered by the Company to all Members holding Ordinary Shares (without distinction between "A" Ordinary Shares and "B" Ordinary Shares and "C" Ordinary Shares) (other than the Member to whose shares the transfer notice relates or, in relation to any transfer notice given pursuant to Clause 10 of the First Subscription Agreement, any Privileged Relation of such person), pro rata to the number of Ordinary Shares held by them respectively for purchase at the prescribed price per Sale Share. Such offer shall limit the time (not being less than twenty-one days nor more than twenty-eight days) within which it must be accepted, failing which it will lapse and shall state that if any Member to whom such notice is given desires to purchase Sale Shares in excess of his pro rata entitlement ("Excess Shares") he should in his reply state the number of excess shares he desires to purchase.

If any of the Members receiving an offer under this clause rejects such offer, in whole or in part, the shares in respect of which that offer was rejected shall be deemed to have been offered to the other Members in the Company who wished to purchase Excess Shares and such further offer shall then be deemed automatically accepted by such members in proportion to the number of Excess Shares they desired to purchase, but so that fractions of shares shall be discounted and no Member shall be required to take any shares beyond the number in respect of which he accepted the offer. Any shares not so accepted during such period shall during the period of twenty-eight days commencing on the day following the expiry of such first period be offered by the Company to such persons as the Directors may think fit for purchase at the prescribed price.

(E) If the Company shall within the prescribed period find Members or other such persons as aforesaid (hereinafter called "purchasers") to purchase the Sale Shares or any of them and give notice in writing thereof to the proposing transferor, the proposing transferor shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by it and the purchase shall be completed at a place and time to be appointed by the Directors (not being less than three days nor more than ten days after the date of such notice), provided always that, if the transfer notice shall state that the proposing transferor is not willing to transfer part

only of the shares concerned, this paragraph shall not apply unless the Company shall have found purchasers for all of such shares.

(F) If a proposing transferor shall fail or refuse to transfer the shares to a purchaser under the foregoing provisions of this Article the Directors may authorise any person to execute and deliver on its behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchaser to be registered as the holder of such shares. The 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 purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

(G) If the Company shall not within the prescribed period find purchasers willing to purchase all or (except where the proviso to paragraph (E) of this Article applies) some only of the Sale Shares and gives notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, the proposing transferor at any time thereafter up to the expiration of four months after the end of the prescribed period shall be at liberty (subject always to the provisions of Article 9) to transfer those Sale Shares for which the Company has not within the prescribed period given notice that it has found (or has given notice that it has no prospect of finding) purchasers or if the proviso to paragraph (E) of this Article applies, all of the Sale Shares, to any intending purchaser disclosed by it under paragraph (A) of this Article (but to no other person) on a bona fide sale at any price not being less than the prescribed price.

PROVIDED THAT:

- (i) if the transfer notice shall state that the proposing transferor is not willing to transfer some only of the Sale Shares concerned it shall not be entitled hereunder to transfer any of such shares unless all of such shares are so transferred; and
- (ii) the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer.

12. For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may 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 may deem relevant for such purpose.

13. If any Member shall become bankrupt or insolvent and within six months of such event a transfer notice shall not have been received by the Company in respect of the shares in the Company held by such Member at the time of such event, a transfer notice shall be deemed to have been received by the Company in respect of such shares on the expiry of such period of six months. The foregoing provisions of this Article shall, mutatis mutandis, apply in the case of the death or liquidation of any Member where any shares registered in the name of such member do not pass, whether by operation of law or otherwise, to a Privileged Relation or a member of the same group (as the case maybe).

MODIFICATION OF RIGHTS

14. Subject to the provisions of Section 127 of the Companies Act 1985, all or any of the special rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of these presents as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one person at least holding or representing by proxy not less than one-third of the issued shares of the class, and any holder of shares of the class present in person or by proxy may demand a poll.

LIEN

15. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of a person for all moneys presently payable by him or his estate to the Company in respect of such person's holding of shares whether such person is the sole registered holder of such shares or is one of two or more joint holders; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a shares shall extend to all dividends payable thereon. Regulation 8 of Table A shall not apply.

PROCEEDINGS AT GENERAL MEETINGS

16. No business shall be transacted at any general meeting (including any adjournment thereof) unless a quorum of Members is present at the time when the meeting proceeds to business and throughout the meeting. Two Members present in person or by proxy, shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purpose of these Articles to be present in person if represented by a proxy or in accordance with the provisions of the Companies Act 1985.

17. A poll may be demanded by the chairman of the relevant meeting or by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.
18. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person and every person present as a proxy for a Member or Members shall have one vote for every 1/100th nominal amount of ordinary share capital of which he is the holder. The Chairman of the meeting shall have a second or casting vote.
19. Subject to any statutory provision, a resolution in writing expressed to be an ordinary, extraordinary or special resolution signed by or on behalf of all the Members of the Company who would be entitled to receive notice of and to attend and vote on such a resolution if it were to be proposed at a general meeting of the Company shall, subject to any restrictions contained in the Act, be as valid and effectual as if it had been passed at such a general meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Members and signature in the case of a body corporate which is a Member shall be sufficient if made by a director thereof or its duly authorised representative. Regulation 53 of Table A shall not apply.
20. Any resolution in writing for the purposes of Section 381A of the Act and/or Article 19 of these Articles or Article 37 of these Articles (or any part thereof) may be in the form of a telex, facsimile or in any other legible form sent by any other similar method of transmission and, unless the contrary shall be proved, it shall be deemed to be duly and validly signed by the person purporting to sign the same and whose name appears in the text as the person signing the same.
21. A copy of any written resolution proposed to be made pursuant to section 381A of the Act shall be provided to the Auditors in accordance with section 381B of the Act.
22. Any provision of these Articles inconsistent with the terms of any elective resolution passed pursuant to section 379A of the Act shall cease to have effect whilst and so long as such elective resolution has effect.

DIRECTORS

23. Unless and until otherwise determined by the Company in general meeting, the Directors shall not be less than two nor more than ten in number.
24. A Director or alternate Director need not be a Member of the Company but nevertheless shall be entitled to receive notice of an to attend and speak at any general meeting of the Company.

BORROWING POWERS

25. The Directors may exercise all powers of the Company to borrow money, to give guarantees and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and, subject to Section 80 of the Companies Act 1985, to issue debentures stock and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party (including the Company's holding company).

POWERS AND DUTIES OF DIRECTORS

26. 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 Section 317 of the Companies Act 1985. Subject where applicable to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement 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. Regulation 94 of Table A shall not apply.

27. (A) Each Director shall have the power to appoint any person to be his alternate Director and may at his discretion remove such alternate Director. Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointor and delivered to the Secretary at the registered office of the Company or tendered at a meeting of the Directors. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Directors or of a committee of the Directors of which his appointor is a member to the same extent as, but in lieu of, his appointor and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and, for the purposes of the proceedings at such meeting, the provisions of these Articles of Association shall apply as if he were a Director.

(B) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director an remuneration) be subject in all respects to the provisions of these Articles of Association relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his appointor. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis 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.

(C) Every person acting as an alternate Director shall have one vote for every Director for whom he acts as an alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Directors or a committee of the Directors, provided his appointor is a member of such committee, shall (unless the notice of his appointment

provides to the contrary) be as effective as the signature of his appointor. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

(D) The words "(including alternate Directors)" shall be inserted after "The directors" at the beginning of Regulation 83 of Table A.

28. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or 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. The Directors may by resolution 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.

29. (1) The Company need not have a common seal, but, if it does it may exercise all the powers conferred by statute with regard to such seal and such powers shall be vested in the Directors. Any instrument to which such seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine. Regulations 101 of Table A shall be amended accordingly.

(2) Whether or not the Company has a common seal a document signed by a Director and the secretary of the Company, or by two Directors of the Company, and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if executed under the common seal of the Company. Regulation 6 of Table A shall be amended accordingly.

(3) A document executed by the Company, which makes it clear on its face that it is intended by the person or persons making it to be a deed shall have effect as a deed, in accordance with Section 36A(5) of the Act.

DISQUALIFICATION

30. No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.

31. The office of a Director shall be vacated in any of the following events namely:-

(a) if (not being employed under a contract which precludes resignation) he resigns his office by notice in writing delivered to the Company or tendered at a meeting of the Directors;

- (b) if he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Directors resolve that his office is vacated;
- (c) if he becomes bankrupt or compounds with his creditors;
- (d) if he is prohibited by law from being a Director; or
- (e) if he ceases to be a Director by virtue of any statute or is removed from office pursuant to these Articles.

APPOINTMENT

32. (1) Regulations 73 to 75 (inclusive) and Regulation 80 of Table A shall not apply.
- (2) In Regulation 76 of Table A the words "other than a director retiring by rotation" shall be held to be delete.
- (3) In Regulation 77 of Table A the words "(other than a director retiring by rotation" shall be held to be delete.
- (4) In Regulation 79 of Table A the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting" shall be held to be delete.

PROCEEDINGS OF DIRECTORS

33. The quorum necessary for the transaction of business at meetings of Directors shall be two.
34. Questions arising at any meetings of the Directors or of any committee of the Directors shall be decided by a majority of votes and, in the event of an equality of votes, the Chairman shall have a casting vote.
- A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Regulations 88 and 89 of Table A shall not apply to the Company.
35. Each of the Directors or their respective alternates appointed in accordance with these Articles shall be entitled to not less than 7 clear days' notice of any meeting of the Board or any committee of the Directors and such notice shall specify the general nature of the business to be considered at such meeting. In the event of failure to give such notice, the relevant meeting shall be deemed to be inquorate unless the Directors absent from such meeting waive the requirement to receive 7 clear days' notice thereof.
36. Any one or more (including, without limitation, all) members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board or such Committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Such meeting shall be deemed to have occurred at the place

where a majority of the Board members are present or, if there are only two, where the Chairman of the Board is present.

37. A resolution in writing signed by or on behalf of all the Directors for the time being entitled to receive notice a meeting of the Directors or any committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or such committee duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Directors. Signature in the case of a body corporate which is a Director shall be sufficient if duly made by a director of such body corporate or by its duly authorised representative. A resolution signed by an alternate director need not also be signed by his appointor and a resolution signed by a Director who has appointed an alternate Director need not also be signed by his alternate Director in that capacity. Regulation 93 of Table A shall not apply.
38. A Director absent or intending to be absent from the United Kingdom may request the Board that notices of meetings of the Board or of meetings of a committee of the Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, but in the absence of any such request it shall not be necessary to give notice of a meeting of the Board or of any meeting of a committee of the Directors to any Director who is for the time being absent from the United Kingdom.
39. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform with any regulations that may be imposed on it by the Directors.

EXECUTIVE DIRECTORS

40. The Directors may from time to time appoint one or more of their body to any executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as the Directors may determine and may revoke or terminate any such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company, or the Company may have against such Director, for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.
41. Any Director appointed to an executive office shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine, and either in addition to or in lieu of his remuneration as a Director.

NOTICES

42. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address whether within or outside the United Kingdom as appearing in the Register of Members or by delivering it to or leaving it at such address, addressed as aforesaid, or by any other means provided such other means have been 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. Any notice or other document served or delivered in accordance with these Articles of Association shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the expiration of 24 hours after posting and in proving such service or delivery it shall be sufficient to provide that the notice or document was properly addressed, stamped and put in the post.
43. Notice of every general meeting shall be given in any manner authorised by or under these Articles of Association to all Members other than such as, under the provisions of these Articles of Association or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 111 to 116 of Table A shall not apply to the company.

INDEMNITY

44. Every Director, Managing Director or other executive officer and Auditor of the Company shall be indemnified out of the funds of the Company against all liabilities incurred by him as such in defending proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under Section 727 of the companies Act 1985 in which relief is granted to him by the Court.

INSURANCE

45. Without prejudice to the provisions of Article 44 the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees or auditors of the Company, or of any other company in which the Company, or any of the predecessors of the Company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any such other company or subsidiary undertaking are interested, including, (without prejudice

to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund; for the purposes of this Article "subsidiary undertaking" shall have the same meaning as in the Act.

Company Number 1655859

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

PROCESS AUTOMATION & COMPUTER SYSTEMS LIMITED

passed 17th February, 1992

At an Extraordinary General Meeting of the above named Company, duly convened and held on 17th February 1992, the following Resolutions was duly passed as a Special Resolution, namely:-

SPECIAL RESOLUTION

1. That:-

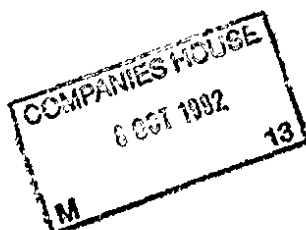
(A) the authorised share capital of the Company be increased by £100,000 to £600,000 by the creation of 1,000,000 new "C" Ordinary Shares of 10p each, having the rights and being subject to the restrictions set out in the Articles of Association of the Company as amended by paragraph (B) of this Resolution).

(B) the Articles of Association of the Company be amended by:-

(i) the deletion of the existing Articles 5 and 6 and the substitution in their place of the following Articles:-

SHARE CAPITAL

"5. The authorised share capital of the Company at the date of the adoption of this Article 5 as part of these Articles is £600,000 divided into 144,291 "A" Ordinary Shares of £1 each, 355,709 "B" Ordinary Shares of £1 each and 1,000,000 "C" Ordinary Shares of 10 pence each. The "A" Ordinary Shares, the "B" Ordinary Shares and the "C" Ordinary Shares shall be separate classes of shares, but, save as hereinafter expressly provided, shall rank



pari passu in all respects and are hereinafter together referred to as the "Ordinary Shares". Subject to Article 14, the Company may by Special Resolution redesignate any Ordinary Share of any class as an Ordinary Share of any other class.

6. (1) Each "B" Ordinary Share and each "C" Ordinary Share shall confer on the holders thereof the right in a winding-up of the Company or on a return of capital which shall commence or be made or declared within three calendar years from the date of adoption of this Article 6 as part of these Articles to the payment, in priority to any payment to the holders of the "A" Ordinary Shares, of an amount (to be paid to the holders of the "B" Ordinary Shares and "C" Ordinary Shares pari passu) equal to:
- (a) in the case of each "B" Ordinary Share the aggregate of (i) the sum of £1: and (ii) the sum of fx/y , where x equals the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "B" Ordinary Shares and y equals the number of "B" Ordinary Shares then in issue.
- (b) in the case of each "C" Ordinary Share the aggregate of (i) the sum of 10p: and (ii) the sum of fx/y where x equals the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "C" Ordinary Shares and y equals the number of "C" Ordinary Shares then in issue.
- (2) Following, and subject to, the payment to the holders of the "B" Ordinary Shares and "C" Ordinary Shares of all the sums due in accordance with paragraph (1) of this Article, each "A" Ordinary Share shall confer on the holder thereof the right on a winding up of the Company or on a return of capital which shall commence or be made or declared within three calendar years from the date of adoption of this Article 6 as part of these Articles to the payment, in priority to any further payment to the holders of the "B" Ordinary Shares and/or the holders of the "C" Ordinary Shares, of an amount equal to the aggregate of (i) the sum of £1: and (ii) the sum of fx/y where x equals the amount standing to the credit of the share premium account of the company which has been contributed or treated as having been contributed by the holders of the "A" Ordinary Shares and y equals the number of "A" Ordinary Shares then in issue.

(3) Following, and subject to, the payment to the holders of the "A" Ordinary Shares of all sums due in accordance with paragraph (2) above of this Article, or on a winding up of the Company or a return of capital which shall commence or be made or declared more than three years from the date of adoption of this Article 6 as part of these Articles, each of the "B" Ordinary Shares and each of the "C" Ordinary Shares shall rank pari passu in all respects."; and

(11) the insertion of the words "and C" Ordinary Shares":-

(aa) in line 13 of Article 11(A) after the words "B" Ordinary Shares" and

(bb) in line 5 of Article 11(D) after the words "B" Ordinary Shares".

(C) the Directors be and they are hereby generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot relevant securities (within the meaning of the said section 80) to such persons and upon such terms as the Directors shall think fit provided always that the authority hereby conferred shall be limited to the allotment of relevant securities having an aggregate nominal amount equal to the amount by which the nominal amount of the authorised share capital of the Company (as increased by paragraph (A) of this Resolution) exceeds the nominal amount of the issued share capital of the Company at the date of the passing of this Resolution and such authority shall expire on the day preceding the fifth anniversary of the date of the passing of this Resolution save that the Company may at any time before such authority expires make an offer or agreement which would or might require relevant securities to be allotted after such authority expires and the Directors may allot such relevant securities in pursuance of such an offer or agreement as if the authority conferred hereby had not expired and that all authorities granted to the Directors under the said Section 80 prior to the date hereof are hereby revoked.

(D) the Directors be and they are hereby generally and unconditionally authorised for the purposes of section 95 of the Companies Act 1985 to exercise all the powers of the Company to allot equity securities (within the meaning of section 94 of that Act) for cash pursuant to the general authority conferred on the Directors by paragraph (C) of this Resolution in accordance with section

80 of that Act as if the provision of section 89(1) of that Act did not apply to the allotment and so (etc:-

(1) this authority shall expire on the day preceding the fifth anniversary of the date of the passing of this Resolution but the Company may before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired.

(2) this authority is limited to the allotment of equity securities for cash to any person or persons up to an aggregate maximum nominal amount equal to the amount by which the nominal amount of the authorised share capital of the Company (as increased by paragraph (A) of this Resolution) exceeds the nominal amount of the issued share capital of the Company at the date of the passing of this Resolution.

(3) this authority is in substitution for any authority to like effect contained in any resolution passed prior to the date hereof: and

- (E) without prejudice to the provisions of paragraph (D) of this Resolution, any application or subscription by the Directors (or any of them) for, and or any allotment (or the grant of any option or options) to the Directors (or any of them), of (or over, as the case may be), up to 100,000 "C" Ordinary Shares in the capital of the Company (at an application or subscription price of not less than (50p) per Share) be and it is hereby ratified approved.

.....
Chairman

THE COMPANIES ACTS 1948 TO 1980

AND

THE COMPANIES ACT 1985

NEW

ARTICLES OF ASSOCIATION

of

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(Adopted by a Special Resolution passed on
29th November, 1990 as amended by a Special Resolution
passed on 17th February, 1992)

TABLE A

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as altered by any enactment coming into operation prior to the date of adoption of these Articles of Association, (such Regulations as so altered being hereinafter called "Table A") shall, except where the same are excluded or varied by or inconsistent with these Articles of Association, apply to the Company.

BUSINESS

2. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they may consider expedient and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may consider it expedient not to commence or proceed with the same.

UNISSUED SHARE CAPITAL

3. Subject to any statutory provisions, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine provided that no share shall be issued otherwise than fully paid or credited as fully paid. Section 89(1) and Section 90(1) to (6) of the Companies Act 1985



shall not apply to the allotment by the Company of any equity security as defined by Section 94(a) of that Act.

4. The Directors are by this Article authorised to exercise all powers of the Company to allot all relevant securities (within the meaning of Section 80 of the Companies Act 1985) such authority shall be unconditional and for the exercise of such power generally: the maximum amount of relevant securities that may be the subject of allotment under such authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the date of adoption of these Articles: unless renewed, such authority will expire on the date five years from the date immediately preceding that on which the resolution adopting these Articles is passed: save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot the relevant securities in pursuance of such offer or agreement accordingly: the amount of a relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for, or to convert any security into, shares in the Company mean the nominal amount of shares in the Company which would be required to satisfy such right (assuming full exercise).

SHARE CAPITAL

5. The authorised share capital of the Company at the date of the adoption of this Article 5 as part of these Articles is £600,000 divided in 144,291 "A" Ordinary Shares of £1 each, 355,709 "B" Ordinary Shares of £1 each and 1,000,000 "C" Ordinary Shares of 10 pence each. The "A" Ordinary Shares, the "B" Ordinary Shares and the "C" Ordinary Shares shall be separate classes of shares, but, save as hereinafter expressly provided, shall rank pari passu in all respects and are hereinafter together referred to as the "Ordinary Shares". Subject to Article 14, the Company may by Special Resolution redesignate any Ordinary Share of any class as an Ordinary Share of any other class.
6. (1) Each "B" Ordinary Share and "C" Ordinary Share shall confer on the holders thereof the right in a winding-up of the Company or on a return of capital which shall commence or be made or declared within three calendar years from the date of adoption of this Article 6 as part of these Articles to the payment, in priority to any payment to the holders of the "A" Ordinary Shares, of an amount (to be paid to the holders of the "B" Ordinary Shares and "C" Ordinary Shares pari passu) equal to:
- (a) in the case of each "B" Ordinary Share the aggregate of (i) the sum of £1: and (ii) the sum of $\frac{fx}{y}$, where x equals the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "B" Ordinary Shares and y equals the number of "B" Ordinary Shares then in issue.

- (b) in the case of each "C" Ordinary Share the aggregate of (i) the sum of 10p; and (ii) the sum of fx/y where x equals the amount standing to the credit of the share premium account of the Company which has been contributed or is treated as having been contributed by the holders of the "C" Ordinary Shares and y equals the number of "C" Ordinary Shares then in issue.

(2) Following, and subject to, the payment to the holders of the "B" Ordinary Shares and "C" Ordinary Shares of all the sums due in accordance with paragraph (1) of this Article, each "A" Ordinary Share shall confer on the holder thereof the right on a winding up of the Company or on a return of capital which shall commence or be made or declared within three calendar years from the date of adoption of this Article 6 as part of these Articles to the payment, in priority to any further payment to the holders of the "B" Ordinary Shares and/or the holders of the "C" Ordinary Shares, of an amount equal to the aggregate of (i) the sum of £1; and (ii) the sum of fx/y where x equals the amount standing to the credit of the share premium account of the company which has been contributed or treated as having been contributed by the holders of the "A" Ordinary Shares and y equals the number of "A" Ordinary Shares then in issue.

(3) Following, and subject to, the payment to the holders of the "A" Ordinary Shares of all sums due in accordance with paragraph (2) above of this Article, or on a winding up of the Company or on a return of capital which shall commence or be made or declared more than three years from the date of adoption of this Article 6 as part of these Articles, each of the "B" Ordinary Shares and each of the "C" Ordinary Shares shall rank *pari passu* in all respects.

SHARE CERTIFICATES

7. Every person whose name is entered in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgment of transfer, as he may direct, either one certificate for all his shares or several certificates each for one or more of his shares. Regulation 6 of Table A shall be read and construed accordingly.

TRANSFER OF SHARES

8. The instrument of transfer of a share shall be signed by or on behalf of the transferor, 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.
9. The Directors shall refuse to register any proposed transfer of a share:-
- (a) other than a transfer made pursuant to or permitted by the provisions of Articles 10 and 11 hereof; or
 - (b) where the transfer is a party to a Subscription Agreement (the "Subscription Agreement") dated 13th August, 1986 and made between, *inter alia*, (1) Brian

Douglas Nave, Dr Peter John Lawrence and the other shareholders named therein, (2) Royal Life Insurance Limited, BP Pension Trustees Limited and Business Application of Science and Engineering International Limited (the "Investors") and (3) the Company and/or a Subscription Agreement (the "Second Subscription Agreement") dated 29th November 1990 and made between, inter alios, (1) Brian Douglas Nave, Allan Imrie, Christopher Richard Bell and BASE International Limited, (2) Michael Knights, (3) Euroventures Switzerland II, (4) Royal Life Insurance Limited and British Petroleum Pension Trust Limited, and (5) the Company; and the transfer is not accompanied by an undertaking under seal by the proposed transferee to all the other parties to the relevant Subscription Agreement or Subscription Agreements (as the case may be) in a form satisfactory to such parties undertaking to adhere to and to be bound in the same manner as the proposed transferor by the terms and conditions of that agreement or agreements (including, where relevant, Clause 9 and Clause 10 of the First Subscription Agreement and/or Clause 11 of the Second Subscription Agreement).

10. (A) Subject to the provisions of Article 2, a Member may (subject as hereinafter provided) at any time transfer any of his shares:-
- (i) to a member of the same group;
 - (ii) to any other person with the consent in writing of all the other Members of the Company; or
 - (iii) to a Privileged Relation; or
 - (iv) to give effect to the exercise of any option granted pursuant to an approved Share Option Scheme; or
 - (v) in the case of Euroventures Switzerland II, within the period of six months following the date of the Second Subscription Agreement and on one occasion only, to a designated third party.

For the purposes of these Articles:-

- (a) "a member of the same group" means a company which is for the time being a holding company of the transferor company or a subsidiary of the transferor company or of any such holding company; and the expressions "holding company" and "subsidiary" have the meanings ascribed to them in Section 736 of the Companies Act 1985;
- (b) "Privileged Relation" means and includes a spouse and any children (including adopted children) and any descendent of any such children and any trustee or trustees of a settlement of the relevant transferor under which no one other than the relevant transferor,

his spouse, children (including adopted children) and any descendent (including any not yet born) of any such children is entitled to a beneficial interest and the executors or personal representatives of a deceased Member; and

- (c) "an approved Share Option Scheme" means a share option scheme approved by the Directors and adopted by the Company for the benefit of the employees of the Company; and
- (d) "a designated third party" means either an investment fund, investment syndicate or similar investment vehicle managed by Euroventures-Genevest (Switzerland) Management S.A. or a third party nominated by Euroventures Switzerland II and approved by the Investors (as defined in the Second Subscription Agreement).

(B) Where shares have been transferred under Article 10(A)(i) above (whether directly or by a series of transfers thereunder) from a body corporate (hereinafter called the "transferor company", which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group (hereinafter called the "transferee company") and subsequently the transferee company ceases to be a member of the same group as the transferor company, it shall be the duty of both the transferor company and transferee company to notify the Directors in writing that such event has occurred and the transferee company shall be bound, if and when required in writing by the Directors so to do, to give a transfer notice (as defined in Article 11) in respect of the relevant shares.

(C) If a transfer notice is not given as required pursuant to paragraph (B) above within 10 days of a written request by the Directors to the Member concerned for the transfer notice to be given the relevant transfer notice shall thereupon be deemed to have been given.

(D) Where shares have been transferred under Article 10(A)(iii) above (whether directly or by a series of transfers thereunder) from a member (the "Original Member") to a Privileged Relation of the Original Member no further transfer pursuant to Article 10(A)(iii) may be made unless the transferee is a Privileged Relation of the Original Member.

11. Except in the case of a transfer of shares expressly authorized by Article 10, the right to transfer shares in the Company shall be subject to the following restrictions, in addition to the conditions of Article 9, namely:-

(A) Before transferring any shares (or disposing of any interest therein) the Member proposing to transfer or dispose of the same (hereinafter called the "proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company to that effect specifying the number of shares to be

transferred or in which any interest is to be transferred ("the Sale Shares") and the proposed transferee (if any). The transfer notice shall constitute the Company the proposing transferor's agent for the sale of the Sale Shares (together with all rights then attached thereto) at the prescribed price determined in accordance with paragraph (B) below) during the prescribed period. The Sale Shares shall first be offered to all Members holding Ordinary Shares (without distinction between "A" Ordinary Shares and "B" Ordinary Shares and "C" Ordinary Shares) and, if such Members shall not desire to purchase all or some part of the same, thereafter the Sale Shares (or the balance thereof which such Members do not desire to purchase, as the case may be) shall be offered in accordance with the terms of this Article to any person selected by the Directors Provided that no shares shall be sold to any person on whom a notice has been served pursuant to Clause 10 of the Subscription Agreement or to the Privileged Relation of such person. A transfer notice shall not be revocable except with the unanimous consent of the Directors.

(B) If, not more than one month before the date on which the transfer notice was given, the proposing transferor received a bona fide arms length offer from an independent third party to acquire the Sale Shares then the consideration stated in such offer (adjusted to take account of any non-cash element) for each of the Sale Shares ("the offer price") shall (subject as mentioned below) be the prescribed price. In the event of any dispute or disagreement over the valuation of any non-cash element of the consideration for each of the Sale Shares stated in any such offer, the determination of the offer price shall be referred to the Auditors, who shall act, at the cost of the Company, as an expert and not as an arbitrator and whose determination shall be final and binding on all concerned. If the Sale Shares are not the subject of such an offer, but not more than one month before the date on which the transfer notice was given, the proposing transferor shall have agreed with the Directors a price per shares as representing the fair value thereof (such price being hereinafter called the "agreed price") then (subject as mentioned below) such agreed price shall be the prescribed price. Otherwise, upon the giving of the transfer notice, the Directors shall request the Auditors for the time being of the Company to determine and certify the sum per share considered by the Auditors to be the fair market value thereof ("the fair market price") as at the date of the transfer notice and the sum per share so determined and certified shall (subject as mentioned below) be the prescribed price. For the purposes of determining the market value of the Ordinary Shares, and unless all the Members shall otherwise agree, the Auditors shall assume that the Company will continue as a going concern and that the sale of the shares is as between a willing seller and a willing buyer and, in determining the value of the Ordinary Shares, the value of the Company as a whole shall be assessed and the value of each Ordinary Share calculated by dividing the sum so assessed by the number of Ordinary Shares in issue at the date of the assessment. The Auditors shall act hereunder at the cost and expense of the Company as an expert and not as an arbitrator and their determination shall be final and binding on all concerned. Provided that in relation to any offer of shares to an Investor following service of a transfer notice pursuant to Clause 10 of the Subscription Agreement

the prescribed price shall be as provided in the said Clause 10 and the provisions of this Article 11 shall be deemed to be amended accordingly.

(C) The prescribed period shall commence on the date of the transfer notice and shall expire on whichever is the later of the date falling two months after the date thereof or, in the event of the prescribed price being the fair market price or an offer price in respect of which the Auditors determination is required, the date falling two months after the date on which the Auditors shall have notified the Directors of their determination of the fair market price or the offer price (as the case may be).

(D) As soon as the prescribed price has been determined the Sale Shares shall subject as mentioned below, first by notice in writing be offered by the Company to all Members holding Ordinary Shares (without distinction between "A" Ordinary Shares and "B" Ordinary Shares and "C" Ordinary Shares) (other than the Member to whose shares the transfer notice relates or, in relation to any transfer notice given pursuant to Clause 10 of the First Subscription Agreement, any Privileged Relation of such person), pro rata to the number of Ordinary Shares held by them respectively for purchase at the prescribed price per Sale Share. Such offer shall limit the time (not being less than twenty-one days nor more than twenty-eight days) within which it must be accepted, failing which it will lapse and shall state that if any Member to whom such notice is given desires to purchase Sale Shares in excess of his pro rata entitlement ("Excess Shares") he should in his reply state the number of excess shares he desires to purchase.

If any of the Members receiving an offer under this clause rejects such offer, in whole or in part, the shares in respect of which that offer was rejected shall be deemed to have been offered to the other Members in the Company who wished to purchase Excess Shares and such further offer shall then be deemed automatically accepted by such members in proportion to the number of Excess Shares they desired to purchase, but so that fractions of shares shall be discounted and no Member shall be required to take any shares beyond the number in respect of which he accepted the offer. Any shares not so accepted during such period shall during the period of twenty-eight days commencing on the day following the expiry of such first period be offered by the Company to such persons as the Directors may think fit for purchase at the prescribed price.

(E) If the Company shall within the prescribed period find Members or other such persons as aforesaid (hereinafter called "purchasers") to purchase the Sale Shares or any of them and give notice in writing thereof to the proposing transferor, the proposing transferor shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by it and the purchase shall be completed at a place and time to be appointed by the Directors (not being less than three days nor more than ten days after the date of such notice), provided always that, if the transfer notice shall state that the proposing transferor is not willing to transfer part

only of the shares concerned, this paragraph shall not apply unless the Company shall have found purchasers for all of such shares.

(F) If a proposing transferor shall fail or refuse to transfer the shares to a purchaser under the foregoing provisions of this Article the Directors may authorise any person to execute and deliver on its behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchaser to be registered as the holder of such shares. The 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 purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

(G) If the Company shall not within the prescribed period find purchasers willing to purchase all or (except where the proviso to paragraph (E) of this Article applies) some only of the Sale Shares and gives notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, the proposing transferor at any time thereafter up to the expiration of four months after the end of the prescribed period shall be at liberty (subject always to the provisions of Article 9) to transfer those Sale Shares for which the Company has not within the prescribed period given notice that it has found (or has given notice that it has no prospect of finding) purchasers or if the proviso to paragraph (E) of this Article applies, all of the Sale Shares, to any intending purchaser disclosed by it under paragraph (A) of this Article (but to no other person) on a bona fide sale at any price not being less than the prescribed price.

PROVIDED THAT:

- (i) If the transfer notice shall state that the proposing transferor is not willing to transfer some only of the Sale Shares concerned it shall not be entitled hereunder to transfer any of such shares unless all of such shares are so transferred; and
- (ii) the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer.

12. For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may 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 may deem relevant for such purpose.

13. If any Member shall become bankrupt or insolvent and within six months of such event a transfer notice shall not have been received by the Company in respect of the shares in the Company held by such Member at the time of such event, a transfer notice shall be deemed to have been received by the Company in respect of such shares on the expiry of such period of six months. The foregoing provisions of this Article shall, mutatis mutandis, apply in the case of the death or liquidation of any Member where any shares registered in the name of such member do not pass, whether by operation of law or otherwise, to a Privileged Relation or a member of the same group (as the case maybe).

MODIFICATION OF RIGHTS

14. Subject to the provisions of Section 127 of the Companies Act 1985, all or any of the special rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of these presents as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one person at least holding or representing by proxy not less than one-third of the issued shares of the class, and any holder of shares of the class present in person or by proxy may demand a poll.

LIEN

15. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of a person for all moneys presently payable by him or his estate to the Company in respect of such person's holding of shares whether such person is the sole registered holder of such shares or is one of two or more joint holders; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon. Regulation 8 of Table A shall not apply.

PROCEEDINGS AT GENERAL MEETINGS

16. No business shall be transacted at any general meeting (including any adjournment thereof) unless a quorum of Members is present at the time when the meeting proceeds to business and throughout the meeting. Two Members present in person or by proxy, shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purpose of these Articles to be present in person if represented by a proxy or in accordance with the provisions of the Companies Act 1985.

17. A poll may be demanded by the chairman of the relevant meeting or by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.
18. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person and every person present as a proxy for a Member or Members shall have one vote for every full nominal amount of ordinary share capital of which he is the holder. The Chairman of the meeting shall have a second or casting vote.
19. Subject to any statutory provision, a resolution in writing expressed to be an ordinary, extraordinary or special resolution signed by or on behalf of all the Members of the Company who would be entitled to receive notice of and to attend and vote on such a resolution if it were to be proposed at a general meeting of the Company shall, subject to any restrictions contained in the Act, be as valid and effectual as if it had been passed at such a general meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Members and signature in the case of a body corporate which is a Member shall be sufficient if made by a director thereof or its duly authorised representative. Regulation 53 of Table A shall not apply.
20. Any resolution in writing for the purposes of Section 381A of the Act and/or Article 19 of these Articles or Article 37 of these Articles (or any part thereof) may be in the form of a telex, facsimile or in any other legible form sent by any other similar method of transmission and, unless the contrary shall be proved, it shall be deemed to be duly and validly signed by the person purporting to sign the same and whose name appears in the text as the person signing the same.
21. A copy of any written resolution proposed to be made pursuant to section 381A of the Act shall be provided to the Auditors in accordance with section 381B of the Act.
22. Any provision of these Articles inconsistent with the terms of any elective resolution passed pursuant to section 379A of the Act shall cease to have effect whilst and so long as such elective resolution has effect.

DIRECTORS

23. Unless and until otherwise determined by the Company in general meeting, the Directors shall not be less than two nor more than ten in number.
24. A Director or alternate Director need not be a Member of the Company but nevertheless shall be entitled to receive notice of an to attend and speak at any general meeting of the Company.

BORROWING POWERS

25. The Directors may exercise all powers of the Company to borrow money, to give guarantees and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and, subject to Section 80 of the Companies Act 1985, to issue debentures stock and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party (including the Company's holding company).

POWERS AND DUTIES OF DIRECTORS

26. 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 Section 317 of the Companies Act 1985. Subject where applicable to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement 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. Regulation 94 of Table A shall not apply.
27. (A) Each Director shall have the power to appoint any person to be his alternate Director and may at his discretion remove such alternate Director. Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointor and delivered to the Secretary at the registered office of the Company or tendered at a meeting of the Directors. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Directors or of a committee of the Directors of which his appointor is a member to the same extent as, but in lieu of, his appointor and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and, for the purposes of the proceedings at such meeting, the provisions of these Articles of Association shall apply as if he were a Director.
- (B) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles of Association relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his appointor. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis 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.
- (C) Every person acting as an alternate Director shall have one vote for every Director for whom he acts as an alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Directors or a committee of the Directors, provided his appointor is a member of such committee, shall (unless the notice of his appointment

provides to the contrary) be as effective as the signature of his appointor. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.

(D) The words "(including alternate Directors)" shall be inserted after "The directors" at the beginning of Regulation 83 of Table A.

28. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or 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. The Directors may by resolution 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.
29. (1) The Company need not have a common seal, but, if it does it may exercise all the powers conferred by statute with regard to such seal and such powers shall be vested in the Directors. Any instrument to which such seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine. Regulations 101 of Table A shall be amended accordingly.
- (2) Whether or not the Company has a common seal a document signed by a Director and the secretary of the Company, or by two Directors of the Company, and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if executed under the common seal of the Company. Regulation 6 of Table A shall be amended accordingly.
- (3) A document executed by the Company, which makes it clear on its face that it is intended by the person or persons making it to be a deed shall have effect as a deed, in accordance with Section 36A(5) of the Act.

DISQUALIFICATION

30. No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.
31. The office of a Director shall be vacated in any of the following events namely:-
- (a) if (not being employed under a contract which precludes resignation) he resigns his office by notice in writing delivered to the Company or tendered at a meeting of the Directors;

- (b) if he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Directors resolve that his office is vacated;
- (c) if he becomes bankrupt or compounds with his creditors;
- (d) if he is prohibited by law from being a Director; or
- (e) if he ceases to be a Director by virtue of any statute or is removed from office pursuant to these Articles.

APPOINTMENT

32. (1) Regulations 73 to 75 (inclusive) and Regulation 80 of Table A shall not apply.
- (2) In Regulation 76 of Table A the words "other than a director retiring by rotation" shall be held to be delete.
- (3) In Regulation 77 of Table A the words "(other than a director retiring by rotation" shall be held to be delete.
- (4) In Regulation 79 of Table A the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting" shall be held to be delete.

PROCEEDINGS OF DIRECTORS

33. The quorum necessary for the transaction of business at meetings of Directors shall be two.
34. Questions arising at any meetings of the Directors or of any committee of the Directors shall be decided by a majority of votes and, in the event of an equality of votes, the Chairman shall have a casting vote.
- A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Regulations 88 and 89 of Table A shall not apply to the Company.
35. Each of the Directors or their respective alternates appointed in accordance with these Articles shall be entitled to not less than 7 clear days' notice of any meeting of the Board or any committee of the Directors and such notice shall specify the general nature of the business to be considered at such meeting. In the event of failure to give such notice, the relevant meeting shall be deemed to be inquorate unless the Directors absent from such meeting waive the requirement to receive 7 clear days' notice thereof.
36. Any one or more (including, without limitation, all) members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board or such Committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Such meeting shall be deemed to have occurred at the place

where a majority of the Board members are present or, if there are only two, where the Chairman of the Board is present.

37. A resolution in writing signed by or on behalf of all the Directors for the time being entitled to receive notice a meeting of the Directors or any committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or such committee duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Directors. Signature in the case of a body corporate which is a Director shall be sufficient if duly made by a director of such body corporate or by its duly authorised representative. A resolution signed by an alternate director need not also be signed by his appointor and a resolution signed by a Director who has appointed an alternate Director need not also be signed by his alternate Director in that capacity. Regulation 93 of Table A shall not apply.
38. A Director absent or intending to be absent from the United Kingdom may request the Board that notices of meetings of the Board or of meetings of a committee of the Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, but in the absence of any such request it shall not be necessary to give notice of a meeting of the Board or of any meeting of a committee of the Directors to any Director who is for the time being absent from the United Kingdom.
39. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform with any regulations that may be imposed on it by the Directors.

EXECUTIVE DIRECTORS

40. The Directors may from time to time appoint one or more of their body to any executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as the Directors may determine and may revoke or terminate any such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company, or the Company may have against such Director, for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.
41. Any Director appointed to an executive office shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine, and either in addition to or in lieu of his remuneration as a Director.

NOTICES

42. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address whether within or outside the United Kingdom as appearing in the Register of Members or by delivering it to or leaving it at such address, addressed as aforesaid, or by any other means provided such other means have been 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. Any notice or other document served or delivered in accordance with these Articles of Association shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the expiration of 24 hours after posting and in proving such service or delivery it shall be sufficient to provide that the notice or document was properly addressed, stamped and put in the post.
43. Notice of every general meeting shall be given in any manner authorised by or under these Articles of Association to all Members other than such as, under the provisions of these Articles of Association or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 111 to 116 of Table A shall not apply to the company.

INDEMNITY

44. Every Director, Managing Director or other executive officer and Auditor of the Company shall be indemnified out of the funds of the Company against all liabilities incurred by him as such in defending proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under Section 727 of the companies Act 1985 in which relief is granted to him by the Court.

INSURANCE

45. Without prejudice to the provisions of Article 44 the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees or auditors of the Company, or of any other company in which the Company, or any of the predecessors of the Company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any such other company or subsidiary undertaking are interested, including, (without prejudice

to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund; for the purposes of this Article "subsidiary undertaking" shall have the same meaning as in the Act.

G

COMPANIES FORM No. 123

Notice of increase in nominal capital

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

[] [] [] []

1655859

Name of company

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

Insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 17th FEBRUARY 1992 the nominal capital of the company has been
increased by £ 100,000 beyond the registered capital of £ 500,000.

The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:

HAVING THE RIGHTS AND BEING SUBJECT TO THE RESTRICTIONS
SET OUT IN THE ARTICLES OF ASSOCIATION OF THE
COMPANY, AS AMENDED BY THE SAME RESOLUTION AS THAT
BY WHICH THE CAPITAL OF THE COMPANY WAS INCREASED.

Please tick here if
continued overleaf

☐

Insert Director,
Secretary,
Administrator,
Administrative
Receiver or Receiver
(Scotland) as
appropriate

Signed

Designation Managing Director Date 14/6/92

Presenter's name, address and
reference (if any):

WATSON, FARLEY &
WILLIAMS,
15 APOLO STREET
LONDON EC2A 2NB

24P. 10001. DGH

For official use

General section

Post room

COMPANIES HOUSE
8 OCT 1992
13

over

The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8NR

Companies G123

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15 Appold Street
London EC2A 2HB
Telephone 071-814 5000
Fax 071 814 8141 2
Telex 8955707 WFWLON G
CDE box 530
Direct dial

WATSON, FARLEY & WILLIAMS

LONDON PARIS OSLO
Affiliated firm NEW YORK ATHENS

Your reference

Our reference

DGH/248.10000/49622.1

Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

24 April 1992

Dear Sirs

Process Automation and Computer Systems Limited - No. 1655859

We enclose the following documents for registration on behalf of the above Company:

1. Special Resolution passed on 17 February 1992;
2. Articles of Association of the Company as amended by Special Resolution;
3. Form G123;
4. Form G88(2).

We should be grateful if you would acknowledge receipt by marking the enclosed copy letter with your date stamp and returning the same to us.

Yours faithfully

Wat, Farley & Williams



A H Farley · M A Watson · G C Williams · D J Warder · C A L Preston · C St C Smallwood · W G Fossick · G L Wynne · F Dunne · N D Cuthbert
S R Curtis · D N Osborne · P G Cull · C M H Walford · O A Whitty · N A D Thomas · A H Wettern · M M Llewellyn · N R D Moss · R P Whish
J A Vaughan · M J Lawson · M J Davis · A J W Muriel

This firm is regulated by the Law Society in the conduct of investment business

G

COMPANIES FORM No. 123

Notice of increase in nominal capital

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

[][][][]

1655859

Name of company

* PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

*Insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 18th November 1992 the nominal capital of the company has been
increased by £ 100,000 beyond the registered capital of £ 600,000.

†The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:

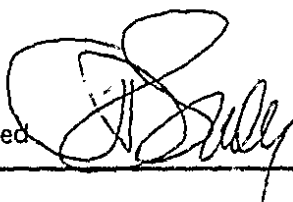
'C' Shares ranking pari-passu in all respects with the existing 'C'
Shares.

Please tick here if
continued overleaf

☐

†Insert Director,
Secretary,
Administrator,
Administrative
Receiver or Receiver
(Scotland) as
appropriate

Signed

Designation SecretaryDate 18-11-92

Presenter's name, address and
reference (if any):

WATSON FARLEY & WILLIAMS,
15 Appold Street,
London EC2

GR/248.10001

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General section

Post room

15 NOV 1992



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

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Companies G123

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(REGISTERED IN ENGLAND - NO. 1655859)

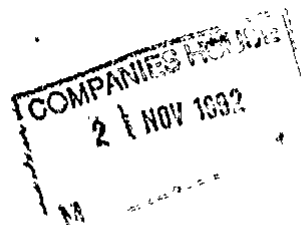
Notice of Extraordinary General Meeting

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the above-named Company will be held at the offices of PACS, Green Lane, Maybush, Southampton, Hampshire. SO1 9FP. on 18th November, 1992 at 10:00am (or as soon thereafter as the Annual General Meeting of the Company convened for the same date and place shall have concluded) for the purpose of considering and, if thought fit, passing the following Special Resolution:-

SPECIAL RESOLUTION

1. That:-

- (A) the authorised share capital of the Company be and is hereby increased by £100,000 from £600,000 to £700,000 by the creation of 1,000,000 new "C" Ordinary Shares of 10p each, having the rights and being subject to the restrictions set out in the Articles of Association of the Company.
- (B) the Directors be and they are hereby generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot relevant securities (within the meaning of the said section 80) to such persons and upon such terms as the Directors shall think fit provided always that the authority hereby conferred shall be limited to the allotment of relevant securities having an aggregate nominal amount equal to the amount by which the nominal amount of the authorised share capital of the Company (as increased by paragraph (A) of this Resolution) exceeds the nominal amount of the issued share capital of the Company at the date of the passing of this Resolution and such authority shall expire on the day preceding the fifth anniversary of the date of the passing of this Resolution save that the Company may at any time before such authority expires make an offer or agreement which would or might require relevant securities to be allotted after such authority expires and the Directors may allot such relevant securities in pursuant of such an offer or agreement as if the authority conferred hereby had not expired and that all authorities granted to the Directors under the said Section 80 prior to the date hereof are hereby revoked: and
- (C) the Directors be and they are hereby generally and unconditionally authorised for the purposes of section 95 of the Companies Act 1985 to exercise all the powers of the Company to allot equity securities (within the meaning of section 94 of that Act) for cash pursuant to the general authority conferred on the Directors by paragraph (B) of this Resolution in accordance with section 80 of that Act as if the provisions of section 89(1) of that Act did not apply to the allotment and so that:-



(i) this authority shall expire on the day preceding the fifth anniversary of the date of the passing of this Resolution but the Company may before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired;

(ii) this authority is limited to the allotment of equity securities for cash to any person or persons up to an aggregate maximum nominal amount equal to the amount by which the nominal amount of the authorised share capital of the Company (as increased by paragraph (A) of this Resolution) exceeds the nominal amount of the issued share capital of the Company at the date of the passing of this Resolution.

(iii) this authority is in substitution for any authority to like effect contained in any resolution passed prior to the date hereof:

Dated 19th October 1992

By Order of the Board



Secretary

Registered Office: 5 Town Quay,
Southampton, SO9 1ZG

Note 1. A member entitled to attend and vote at the meeting may appoint one or more proxies to act and, on a poll, vote instead of him. A proxy need not be a member.

Note 2. A form of proxy is enclosed with this notice for use in connection with the business set out above. This form of proxy should be completed and sent, together with the Power of Attorney or other authority (if any) under which it is signed, or a notarially certified copy of that Power or Authority, to reach the Head Office address of the Company at the address below* not later than 48 hours before the time for holding of the meeting.

* PACS Ltd., Green Lane, Maybush, Southampton, SO1 9FP

Company No: 1655859

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

OF

THE HOLDERS OF "A" ORDINARY SHARES OF £1 EACH OF

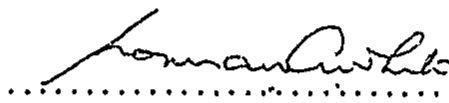
PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

Passed 7th June 1993

AT an Extraordinary General Meeting of the holders of "A" Ordinary Shares of £1 each of the above-named Company, duly convened and held at Green Lane, Maybush, Southampton, Hampshire SO1 9FP on 7th June 1993 the following Resolution was duly passed as an Extraordinary Resolution, namely:

EXTRAORDINARY RESOLUTION

THAT the holders of "A" Ordinary Shares of £1 each of the Company do consent to any modification or abrogation of the rights attached to their shares of such class by virtue of the passing of a Special Resolution set out in a notice dated 28th May 1993 convening an Extraordinary General Meeting of the Company.


.....
Chairman

Company No: 1655859

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

OF

THE HOLDERS OF "B" ORDINARY SHARES OF £1 EACH OF

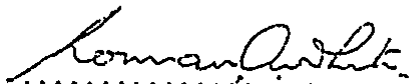
PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

Passed 7th June 1993

AT an Extraordinary General Meeting of the holders of "B" Ordinary Shares of £1 each of the above-named Company, duly convened and held at Green Lane, Maybush, Southampton, Hampshire SO1 9FP on 7th June 1993 the following Resolution was duly passed as an Extraordinary Resolution, namely:

EXTRAORDINARY RESOLUTION

THAT the holders of "B" Ordinary Shares of £1 each of the Company do consent to any modification or abrogation of the rights attached to their shares of such class by virtue of the passing of a Special Resolution set out in a notice dated 28th May 1993 convening an Extraordinary General Meeting of the Company.


.....
Chairman

Company No: 1655859

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

OF

THE HOLDERS OF "C" ORDINARY SHARES OF 10p EACH OF

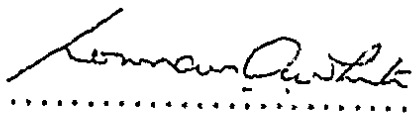
PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

Passed 7th June 1993

AT an Extraordinary General Meeting of the holders of "C" Ordinary Shares of 10p each of the above-named Company, duly convened and held at Green Lane, Maybush, Southampton, Hampshire SO1 9FP on 7th June 1993 the following Resolution was duly passed as an Extraordinary Resolution, namely:

EXTRAORDINARY RESOLUTION

THAT the holders of "C" Ordinary Shares of 10p each of the Company do consent to any modification or abrogation of the rights attached to their shares of such class by virtue of the passing of a Special Resolution set out in a notice dated 28th May 1993 convening an Extraordinary General Meeting of the Company.


.....
Chairman

Company No: 1655859

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

Passed 7th June 1993

AT an Extraordinary General Meeting of the above-named Company, duly convened and held at Green Lane, Maybush, Southampton, Hampshire SO1 9FP on 7th June 1993 the following Resolution was duly passed as a Special Resolution, namely:-

SPECIAL RESOLUTION

THAT, subject to any necessary class consents, Article 10(A) of the Articles of Association of the Company shall be amended by inserting a new sub-paragraph (vi) immediately following sub-paragraph (v) as follows: "or (vi) to an Offeror in connection with the acceptance by the holders of not less than nine-tenths in value of the issued share capital of the Company of an offer or offers made by or on behalf of such Offeror to purchase 100% of the issued share capital of the company, which offer the Directors shall recommend to the members be accepted provided such offer or offers shall have become or been declared unconditional in all respects on or prior to 30th November 1993" and a new sub-paragraph (e) immediately following sub-paragraph (d) as follows: "and (e) an Offeror shall mean a person (or the nominee of a person) who makes an offer or offers (either himself or through an agent) to purchase the entire issued share capital of the Company on terms which are identical in all material respects for all of the shares" and the Directors of the Company shall not be obliged to comply with Article 9(b) of the Articles of Association where an Offeror as defined above is the transferee of any shares pursuant to an offer falling within the scope of Article 10(A)(vi).


.....
Chairman

No. 1655859

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL AND ORDINARY RESOLUTIONS

of

PROCESS AUTOMATION AND COMPUTER SYSTEMS
LIMITED

Passed 13 December, 1993

AT an Extraordinary General Meeting of the above-named Company, duly convened and held on Monday 13 December, 1993 at 15 Appold Street, London EC2A 2HB the following Resolutions were duly passed as Special Resolutions (in respect of those numbered 1-4) and an Ordinary Resolution (in the case of that numbered 5), namely:-

SPECIAL RESOLUTIONS

1. THAT, conditionally upon the consents of the holders of the A ordinary shares of £1 each (the "A Shares") and the B ordinary shares of £1 each (the "B Shares") and the C ordinary shares of 10p each (the "C Shares") in the capital of the Company being given pursuant to the resolutions contained in the Notices convening separate General Meetings of such holders for 13 December, 1993 set out in the Circular letter from the Chairman of the Board of Directors to shareholders of the Company dated 18 November, 1993 and upon the agreement of the holders of existing Share options and warrants to cancel, release and waive all rights in and to such Share options and warrants:-

- (i) Each of the 73,241 existing issued A Shares be and they hereby redesignated, converted and sub-divided into one Ordinary Share of £0.05 in the capital of the Company ("Ordinary Share") and one Deferred Share of £0.95 in the capital of the Company ("Deferred Share") and that each of the 206,940 existing issued B Shares be and they are hereby redesignated, converted and sub-divided into one Ordinary Share and one Deferred Share and that each of the existing issued 858,000 C Shares be and they are hereby redesignated,



converted and sub-divided into one Ordinary Share and one-nineteenth of part of a Deferred Share and so far as possible such fractional entitlements to Deferred Shares be consolidated into such whole numbers of Deferred Shares as result from the aggregation of each such holder's entitlement.

(ii) Each of the authorised but unissued A Shares and B Shares shall be redesignated, converted and sub-divided into twenty Ordinary Shares and each of the authorised but unissued C Shares shall be redesignated, converted and sub-divided into two Ordinary Shares.

(iii) The Ordinary Shares created upon the redesignation, conversion and sub-division referred to in paragraphs (i) and (ii) shall rank pari passu in all respects as one class of shares having the rights attaching thereto as set out in the Articles of Association of the Company and the Deferred Shares created upon the consolidation, redesignation, conversion and sub-division referred to in paragraph (i) above shall rank pari passu in all respect as one class of shares having the rights attaching thereto as set out in this Resolution and otherwise in the Articles of Association of the Company.

(iv) The Deferred Shares shall have the following rights:-

(a) Dividend

The holders of the Deferred Shares shall have no right to receive dividends or otherwise participate in the profits of the Company;

(b) Capital

On a return of capital, liquidation or otherwise (other than on conversion, redemption or purchase by the Company of any of its own shares) holders of the Deferred Shares shall be entitled as a class between them pro rata to their holdings of Deferred Shares, to be paid out of the assets of the Company available for distribution among the members after payment to the holders of the Ordinary Shares of the Company then in issue of the amounts paid up thereon, the amount of £0.01 in aggregate. The holders of the Deferred Shares shall not be entitled to any other or further right to participate in the assets of the Company;

(c) Voting attendance at General Meetings

The holders of the Deferred Shares shall have no right to receive notice of or attend and vote at any general meeting of the Company;

(d) Redemption

The Company shall, subject to the provisions of the applicable laws, be entitled to redeem all the Deferred Shares at any time after the passing of this resolution. The aggregate amount payable to all the holders of the Deferred Shares as a class between them on redemption shall be the amount of £0.01. Payment of the redemption monies shall be despatched to holders entitled thereto as soon as practicable after the date of redemption provided that entitlements of less than £0.01 per holding may be retained for the benefit of the Company.

(e) Transfer

The Directors of the Company reserve the right to suspend the registration of transfers of Deferred Shares at such times and for such periods (not exceeding twenty-eight days in each year) as the Directors may determine.

(f) Authorities

Each holder of the Deferred Shares shall be deemed upon the passing of the Resolution irrevocably to have authorised the Company at any time to appoint a director or directors to execute on behalf of such holder an agreement in respect of the redemption or, transfer of, and a transfer, of the Deferred Shares (including any fractional entitlements to a Deferred Share) to such person including without limitation the Company as the Company may designate, and/or to purchase the same itself in accordance with applicable laws in either such case for an aggregate consideration of £0.01 for all of the Deferred Shares for the time being in issue without obtaining the further sanction of such holder and upon such terms that any such consideration not exceeding £0.01 in respect of any holding of Deferred Shares may be paid to and/or retained for the benefit of the Company, and to execute or sign on behalf of such holders such other documents as may be necessary or appropriate to give effect to the foregoing provisions; and pending such transfer or purchase the Company may refrain from issuing any certificate in respect of such Deferred Shares.

- (viii) Pursuant to Section 9 of the Companies Act 1985, the Articles of Association of the Company be and are hereby varied or altered by the addition of a new paragraph (E) to Article 10 as follows:-

"(E) Subject to and in accordance with the provisions of the Companies Act 1985, the Company may purchase any of

its own shares (including any redeemable shares) at any price (whether at par or above or below par) and may make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares within such limits as may be specified by the Company in General Meeting in compliance with the provisions of the Act and may enter into or vary any contract for such purchase. Any shares to be so purchased may be selected in any manner whatsoever. Every such purchase or contract providing for the purchase by the Company of shares in the Company shall be authorised by such resolution or resolutions of the Company as may be required by the Act. All shares so purchased shall be cancelled immediately upon completion of the purchase. Notwithstanding anything to the contrary contained in these Articles, the rights and privileges attaching to any class of shares shall be deemed not to be modified or aggregate by anything done by the Company pursuant to this Article."

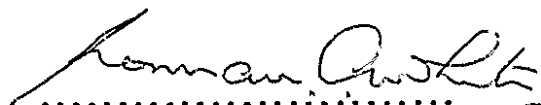
2. THAT, subject to the passing of Resolution 1 above and Resolution 3 below, (a) the Directors be and are hereby generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot relevant securities (within the meaning of that section) of the Company comprising nineteen Ordinary Shares at an issue price of £0.05 per share to Euroventures Switzerland II, part of the proceeds of which issue will be used to fund the consideration for the repurchase by the Company of the Deferred Shares, and (b) the terms of the 8% Convertible Loan Note 1992-94 issued by the Company to Euroventures Switzerland II on 17 February 1992 (the "Note") to be and are hereby amended to permit the conversion of the Note into Ordinary Shares at par and the Directors be and are hereby authorised to allot such number of Ordinary Shares at par to the holders of the Note as may be created upon the conversion of the Note.

3. THAT, subject to the passing of Resolution 1 and Resolution 2 above and conditional upon completion of the proposed subscription for nineteen Ordinary Shares by Euroventures Switzerland II referred to in Resolution 2 above, the terms of the draft contract produced to the meeting and signed by the Chairman thereof for the purposes of identification between the Company and the members of the Company named therein for the purchase by the Company of 325,338 17/19 Deferred Shares as set out therein be and are hereby approved and the Company be and is hereby authorised to enter such contract and that the redemption of the Deferred Shares in accordance with the terms of the said contract be and is hereby approved and that forthwith upon completion of the redemption and cancellation of such Deferred Shares the authorised but unissued share capital arising therefrom shall be redesignated, converted and sub-divided into 6,181,439 Ordinary Shares.

4. THAT, conditional upon completion of the redemption and cancellation of the Deferred Shares contemplated by Resolution 3 above, pursuant to Section 9 of the Companies Act 1985 the Articles of Association of the Company be deleted in their entirety and the regulations contained in the document submitted to the Meeting and for the purpose of identification signed by the Chairman be and are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company and that the Directors be and are hereby authorised to make such additional amendments to such Articles of Association as may be required by the Inland Revenue to maintain or retain the approved status of the Process Automation and Computer Systems Limited Executive Share Option Scheme.

ORDINARY RESOLUTION

5. THAT the terms of the Process Automation and Computer Systems Limited Executive Share Option Scheme (the "Scheme") be and are hereby amended to ensure that the shares over which options may be granted shall be Ordinary Shares of £0.05 each in the capital of the Company and that any other amendments arising from such change and from the implementation of the reorganisation of the share capital of the Company proposed in the foregoing Resolutions be and they are hereby approved and that the Directors be and are hereby authorised to make such additional amendments to the Scheme as may be required by the Inland Revenue to maintain or retain the approved status of the Scheme.


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Chairman

No. 1655859

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

of

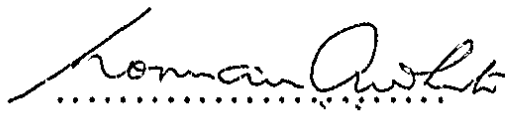
A ORDINARY SHAREHOLDERS OF
PROCESS AUTOMATION AND COMPUTER SYSTEMS
LIMITED

Passed 13 December, 1993

AT an Extraordinary General Meeting of the holders of the A Ordinary Shares of £1 each in the capital of the above-named Company, duly convened and held on Monday 13 December, 1993 at 15 Appold Street, London EC2A 2HB the following Resolution was duly passed as an Extraordinary Resolution:-

EXTRAORDINARY RESOLUTION

THAT sanction be and is hereby given to the passing by the Company in general meeting of the resolution set out in the notice convening an Extraordinary General Meeting of the Company for 13 December, 1993 and to all modifications, abrogations and variations of the special rights attaching to the A Ordinary Shares (and any other shares derived directly therefrom) in the capital of the Company made or deemed to be made by the same.


.....
Chairman



No. 1655859

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

of

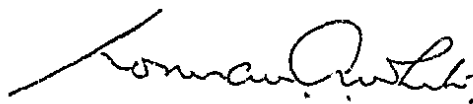
B ORDINARY SHAREHOLDERS OF
PROCESS AUTOMATION AND COMPUTER SYSTEMS
LIMITED

Passed 13 December, 1993

AT an Extraordinary General Meeting of the holders of the B Ordinary Shares of £1 each in the capital of the above-named Company, duly convened and held on Monday 13 December, 1993 at 15 Appold Street, London EC2A 2HB the following Resolution was duly passed as an Extraordinary Resolution:-

EXTRAORDINARY RESOLUTION

THAT sanction be and is hereby given to the passing by the Company in general meeting of the resolution set out in the notice convening an Extraordinary General Meeting of the Company for 13 December, 1993 and to all modifications, abrogations and variations of the special rights attaching to the B Ordinary Shares (and any other shares derived directly therefrom) in the capital of the Company made or deemed to be made by the same.


.....
Chairman



No. 1655859

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

of

C ORDINARY SHAREHOLDERS OF
PROCESS AUTOMATION AND COMPUTER SYSTEMS
LIMITED

Passed 13 December, 1993

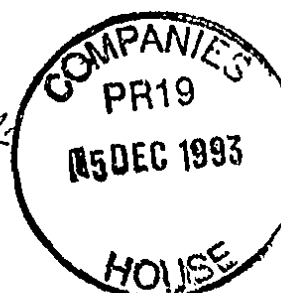
AT an Extraordinary General Meeting of the holders of the C Ordinary Shares of £1 each in the capital of the above-named Company, duly convened and held on Monday 13 December, 1993 at 15 Appold Street, London EC2A 2HB the following Resolution was duly passed as an Extraordinary Resolution:-

EXTRAORDINARY RESOLUTION

THAT sanction be and is hereby given to the passing by the Company in general meeting of the resolution set out in the notice convening an Extraordinary General Meeting of the Company for 13 December, 1993 and to all modifications, abrogations and variations of the special rights attaching to the C Ordinary Shares (and any other shares derived directly therefrom) in the capital of the Company made or deemed to be made by the same.

Roman Quilley

.....
Chairman



(3006568,1)

No. 1655859

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

-of-

PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

(Adopted by Special Resolution
passed on 13th December, 1993)

PRELIMINARY

1. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by any enactment coming into operation prior to the date of adoption of these Articles (such regulations as so amended being hereinafter called "Table A") shall apply to the Company except in so far as they are varied or excluded by or are inconsistent with these Articles. In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provisions of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
2. (A) In these Articles and (where appropriate) in Table A:

"these Articles" means these Articles of Association as from time to time altered by Special Resolution.

"the Auditor" means the auditors for the time being of the Company.

"the Board" means the Directors or any of them acting as the Board of Directors of the Company.
- (B) Regulations 46, 47, 53, 64, 73 to 84 inclusive, 87, 88, 94 to 96 inclusive and 118 of Table A shall not apply to the Company.



BUSINESS

3. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Board at such time or times as it may consider expedient and further may be suffered by it to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Board may consider it expedient not to commence or proceed with the same.

SHARE CAPITAL

4. (A) The capital of the Company at the date on which the resolution approving adoption of these Articles became effective was £700,000 divided into 14,000,000 Ordinary Shares of 5p each.
- (B) Subject to any restrictions contained in these Articles and to Part IV of the Act, the Board is hereby authorised to exercise all powers of the Company to allot all relevant securities (within the meaning of section 80 of the Act) and the Board may allot, grant options over or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as it may think proper, which authority shall be unconditional and for the exercise of such power generally. The maximum amount of relevant securities which may be allotted under such authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the date on which the resolution approving adoption of these Articles became effective. Unless renewed, such authority shall expire on the date five years from the date immediately preceding that on which the resolution for the adoption of these Articles was passed, provided that the power and authority hereby conferred shall extend to any agreement or arrangement which the Company might enter into before the expiry of the said authority providing for the grant of rights to subscribe for, or to convert any securities into, any shares of the Company which would or might require shares to be allotted after the expiry of this authority, and the Board may allot shares in pursuance of such agreement or arrangement notwithstanding that this authority has expired. The amount of a relevant security shall, in the case of a share of the Company, mean its nominal amount and, in the case of a right to subscribe for or to convert any security into shares of the Company, mean the nominal amount of shares of the Company which would be required to satisfy such right (assuming full exercise). The authority conferred by this Article 4(B) shall be in substitution for and to the entire exclusion of any authority to like effect previously granted to the Board, to the extent not previously exercised.

- (C) The provisions of section 89(1) and section 90(1) to (6) of the Act shall not apply to the allotment by the Company in accordance with these Articles of any equity security as defined by section 94(2) of the Act.
- (D) Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder of such terms and in such manner as may be provided by the Articles or in the terms of issue of such shares.

CLASS RIGHTS

- 5. (A) Whenever the capital of the Company is divided into different classes of shares, subject to the provisions of section 127 of the Act, all or any of the special rights attached to any class from time to time may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of not less than three-fourths of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate general meeting of such holders, but not otherwise. All the provisions of these Articles and of Table A shall, mutatis mutandis, apply to every such separate general meeting, but so that the necessary quorum shall be one or more persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class or, at any adjourned meeting of such holders, those members who are present in person or by proxy, whatever their holdings, and the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively and any holder of a share or shares of the class present in person or by proxy may demand a poll.
- (B) Subject to Article 5(A), the rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of the issue of the shares of that class, be deemed varied by the creation or issue of further shares ranking pari passu therewith.

LIEN

- 6. The lien conferred by regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders. Regulation 8 of Table A shall be modified and construed accordingly.

CALLS

7. The liability of any member in default in respect of a call shall be increased by the addition at the end of regulation 15 of Table A of the words "All expenses that may have been incurred by the Company by reason of such non-payment shall also be payable by such person, should the Board so require."

BORROWING

8. The Board may exercise all the powers of the Company to borrow or raise money or to give guarantees and to mortgage or charge its undertaking, property, assets and rights and uncalled capital or any part thereof and, subject to the provisions of the Act, to create and issue debentures, debenture stock, mortgages, charges and other securities, whether outright or as securities for any debt, liability or obligation of the Company or of any third party.

TRANSFER OF SHARES

9. The instrument of transfer of a share shall be signed by or on behalf of the transferor, and the transferor of a share shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

TRUSTS

10. The Company shall be entitled, but shall not (except as required by law) be bound, to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition the Company shall not (except as required by law) be bound to see to the execution, administration or observance of any trust, whether express, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article "trust" includes any right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as are mentioned in Table A. Regulation 5 of Table A shall not apply to the Company.

PROCEEDINGS AT GENERAL MEETINGS

11. No business shall be transacted at any General Meeting (including any adjournment thereof) unless a quorum of members is present at the time when the meeting proceeds to business and throughout the meeting. Two members present in person, or by proxy, shall be a quorum for all purposes. A corporation being a member shall be deemed for the purposes of these

Articles to be present in person if represented by a proxy or in accordance with the provisions of the Act.

12. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person and every person present as a proxy for a member or members shall have one vote, and on a poll every member present in person or by proxy shall have one vote for every Ordinary Share in the capital of the Company of which he is the holder. Regulation 54 of Table A shall be modified accordingly.
13. The words "within the United Kingdom" shall be omitted in Regulation 37 of Table A and the words "twenty one" shall be substituted for the word "fourteen" in Regulation 45 of Table A.
14. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless before or immediately following the declaration of the result of the show of hands a poll is demanded by the Chairman or any other member present in person or by proxy. Unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried (whether unanimously or by a particular majority) or lost and an entry to that effect made in the book containing the minutes of the proceedings of the Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

RESOLUTIONS

15. Subject to any statutory provision, a resolution in writing expressed to be an ordinary, extraordinary, special, elective or other resolution signed by or on behalf of all the members of the Company who would be entitled to receive notice of and to attend and vote on such a resolution if it were to be proposed at a General Meeting or any separate meeting of the holders of any class of shares of the Company shall, subject to any restrictions contained in the Act, be as valid and effectual as if it had been passed at such a Meeting duly convened and held.
16. (A) Any resolution in writing for the purposes of Section 381(A) of the Act and/or Article 15 and/or Regulation 93 of Table A (or any part thereof) may consist of several documents in the like form each signed by or on behalf of one or more of the members and any such document may be in the form of a telex, facsimile or in any other legible form sent by any other similar method of transmission. Unless the contrary shall be proved, any such document shall be deemed to be duly and validly signed by the person or persons purporting to sign the same and whose name appears in the text as the person signing the same and signature in the case of a body corporate which is a

member shall be sufficient if made by a director thereof or its duly authorised representative.

- (B) A copy of any written resolution proposed to be made pursuant to Section 381A of the Act shall be provided to the Auditors in accordance with Section 381B of the Act.
- (C) Any provision of these Articles inconsistent with the terms of any elective resolution passed pursuant to Section 379A of the Act shall cease to have effect whilst and so long as such elective resolution has effect.

DIRECTORS

- 17. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be subject to any maximum but shall not be less than one. The continuing Directors may act notwithstanding any vacancy in their body, provided that if the number of Directors be less than the prescribed minimum the remaining Director or Directors shall forthwith appoint an additional Director or additional Directors to make up such minimum or shall convene a General Meeting of the Company for the purpose of making such appointment. If there be no Director or Directors able or willing to act then any one shareholder may summon a General Meeting for the purpose of appointing Directors.
- 18. The Board shall have power to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, subject to any maximum for the time being in force. Any Director so appointed shall (subject to Article 24) hold office only until the conclusion of the next following annual general meeting whereat he shall be eligible for re-election as a Director.
- 19. A Director or alternate Director need not be a member of the Company but nevertheless shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company.
- 20. The Directors (including alternate Directors) shall be entitled, upon production of the relevant receipts, to be repaid all reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors including any expenses incurred in attending meetings of the Board or of committees of the Board or General Meetings and if in the unanimous opinion of the Board it is desirable that any of their number shall make any special journeys or perform any special services on behalf of the Company or its business, any such Director or alternate Director may be paid such reasonable additional remuneration and expenses therefor as the Board may from time to time unanimously determine.

21. A person may be appointed a Director notwithstanding that he has attained the age of seventy years and no Director shall be liable to retire or vacate his office or be ineligible for reappointment as a Director by reason only of his having attained that or any other age.
22. (A) Any Director may by notice in writing signed by him and deposited at the registered office of the Company appoint any person as an alternate Director to act on his behalf during his absence and may by similar notice in writing signed by him and deposited at the registered office of the Company revoke such appointment. Every alternate Director shall during the period of his appointment be entitled to be given notice of Meetings of the Board and of all meetings of committees of the Board of which the Director appointing him is a member and in the absence of the Director appointing him to attend and vote thereat accordingly and generally to exercise and discharge all the functions, powers and duties of his appointer as a Director, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as Director.

(B) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles relating to defaults and shall not be deemed to be the agent of or for his appointer. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis 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.

(C) The signature of an alternate Director to any resolution in writing of the Board or a committee of the Board, provided his appointer is a member of such committee, shall (unless the notice of his appointment provides to the contrary) be as effective as the signature of his appointer.
23. (A) A Director may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor) under the Company or any other company in which the Company may be interested and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor.

(B) A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at a meeting of the Board in accordance with Section 317 of the Act. A Director (including an alternate Director) who has duly declared his interest therein may, notwithstanding his interest, vote

as a Director in respect of any contract or arrangement with the Company in which he is interested, directly or indirectly, or upon any matter arising therefrom and he shall be taken into account for the purpose of deciding whether a quorum is present and if he shall so vote, his vote shall be counted and he may retain for his own absolute use and benefit all profits and advantages accruing to him.

24. The office of a Director shall be vacated in any of the following events:
- (A) If by notice in writing delivered to the Company he resigns the office of Director;
 - (B) If he becomes bankrupt or enters into any arrangement with his creditors;
 - (C) If he becomes of unsound mind or a patient for any purpose of any statute relating to mental health and the Board resolves that his office be vacated;
 - (D) If he is prohibited by law from being a Director; or
 - (E) If he is removed from office by a resolution duly passed under Section 303 of the Act.

PROCEEDINGS OF DIRECTORS

25. The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting of the Board or a committee of the Board shall be decided by a majority of votes and, in the event of an equality of votes, the Chairman shall have a casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board. Not less than 7 clear days notice shall be given to all the Directors and alternate Directors of any meeting of the Board or any committee of the Board unless all the Directors, or members of such committee, otherwise agree.
26. Any Director or alternate Director absent or intending to be absent from the United Kingdom may request that notices of Board meetings or meetings of committees of the Board shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, but in the absence of any such request it shall not be necessary to give notice of such a meeting to any Director or alternate Director who is for the time being absent from the United Kingdom. Regulation 66 of Table A shall be varied accordingly.

27. The Board may delegate any of its power to committees consisting of such person or persons (whether Directors or not) as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform with any regulation that may be imposed on it by the Board.

QUORUM

28. For the purposes of determining whether a quorum of the Board exists for the transaction of the business of the Board and without prejudice to the foregoing provisions of these Articles:

- (a) in the case of a resolution agreed by Directors in telephonic communications with one another, all such Directors shall be counted in the quorum and any resolution so agreed shall be as valid and effective as if passed at a meeting of the Board duly convened and held; such meeting shall be deemed to have occurred at the place where a majority of the Board members are present, or, if there is no such place, where the Chairman of the Board is present;
- (b) in the case of a meeting of the Board, in addition to the Directors present at the meeting, any Director in telephonic communication with such meeting shall be counted in the quorum and entitled to vote;
- (c) any person attending a meeting of the Board, or in telephonic communication with such a meeting, who is both a Director and is acting as an alternate Director or a person who is acting as an alternate Director for two or more of the Directors shall be counted in the quorum and entitled to vote in accordance with Article 38

and for the purposes of this Article a Director shall be treated as in telephonic communication with the meeting if by means of a conference telephone or similar communications equipment all persons participating in the meeting can hear each other at the same time.

MANAGING OR EXECUTIVE DIRECTORS

29. The Directors may from time to time appoint one or more of their number to an executive office (including that of Managing Director, Manager or any other salaried office) for such period and upon such terms as shall be thought fit and, subject to the provisions of any agreement entered into in any particular case, may revoke or terminate such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claims for damages that such Director may have against the Company, or the Company may have against such Director, for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.

ASSOCIATE DIRECTORS

30. (A) The Board may request any of the managers or other employees of or any consultant to the Company or any of its subsidiaries to attend meetings of the Board and generally to advise and assist the Board and the Board may designate any such person as an "Associate Director".
- (B) Without prejudice to any rights or claims the associate Director may have under any contract with the Company, any appointment or terminated by the Board at any time shall ipso facto terminate if the Associate Director shall from any cause cease to be an employee or consultant (as the case may be) of the Company or of any of its subsidiaries.
- (C) An Associate Director shall not be a member of the Board and shall not be entitled to attend (unless requested) or vote at any meeting of the Board. Subject thereto the Board may define and limit the powers and duties of the Associate Directors and may fix their remuneration which may be in addition to their remuneration as managers or employees of the Company and may be by way of commission, percentage of profits or otherwise.
- (D) The Board may give to any Associate Director such title as the Board deems expedient but where that title includes the word "Director" it shall also indicate the capacity in which or matters in respect of which the Associate Director has been appointed or designated as such and, provided always that no Associate Director shall, by virtue of such appointment or designation, be or be deemed to be a Director of the Company for any of the purposes of these Articles or of the Act.
31. Any Director appointed to an executive office shall receive such remuneration, whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a Director), as shall be agreed by the Board. Any variation in such remuneration and the payment of any special bonus outside normal remuneration for such person shall also require such approval.
32. The Board may entrust to and confer upon a Managing Director, Manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions with such restrictions as they think fit and may from time to time withdraw, alter or vary all or any of such powers.
33. The Board, on behalf of the Company, may exercise all the power of the Company to grant gratuities, pensions or annuities or other allowances, including allowances on death or sickness during service, and benefits to

any person or to the widow, relatives or dependants or any person (as the Board may think fit), including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the members for any benefit of any kind conferred under or 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. The Board may by resolution 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 and may make payments towards insurances or trusts for the purposes of providing any of the benefits referred to in this Article in respect of such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such persons.

ADDITIONAL POWERS

34. Subject to the provisions of the Act, the Company may:

- (a) purchase its own shares (including any redeemable shares) at any price (whether at par or above or below par) and may enter into or vary any contract for such purchase. Any shares to be so purchased may be selected in any manner whatsoever. Every such purchase or contract providing for the purchase by the Company of shares in the Company shall be authorised by such resolution or resolutions of the Company as may be required by the Act. All shares so purchased shall be cancelled immediately upon completion of the purchase. Notwithstanding anything to the contrary contained in these Articles, the rights and privileges attaching to any class of shares shall be deemed not to be modified or affected by anything done by the Company pursuant to this Article;
- (b) make a payment in respect of the redemption or purchase, under Section 160 or (as the case may be) Section 162 of the Act and the above power, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by Section 171 to Section 173 of the Act.

SEAL

35. (A) The Company need not have a common seal, but, if it does it may exercise all the powers conferred by a statute with regard to such seal and such powers shall be vested in the Board. Any instrument to which seal is affixed shall be signed by such persons, if any, as the

Board may from time to time determine. Regulations 101 of Table A shall be amended accordingly.

- (B) Whether or not the Company has a common seal, a document signed by a Director and the Secretary of the Company, or by two Directors of the Company, and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if executed under the common seal of the Company. Regulation 6 of Table A shall be modified and construed accordingly.
- (C) A document executed by the Company, which makes it clear on its face that it is intended by the person or persons making it to be a deed shall have effect as a deed, in accordance with Section 36A(5) of the Act.

NOTICES

- 36. Any notice or other document (including a share certificate) may be served on or delivered to any member by the Company either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the Register of Members whether within or outside the United Kingdom, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been 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. Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the expiration of 24 hours after posting 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. Regulations 112 and 116 of Table A shall be deemed to be varied accordingly.
- 37. Notice of every General Meeting shall be given in any manner authorised by or under these Articles to all members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, Provided that any member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such Meeting that notice was not given to him, save that it shall not be necessary to give notice of any General Meeting other than an Annual

General Meeting to the Auditors and Regulation 38 of Table A shall be modified accordingly.

REPRESENTATIVES

38. Any person who is a member and who is also acting as the representative or proxy of a member or members or a person who is not a member and who is acting as the representative or proxy of two or more members or a person who is not a Director acting as an alternate Director for two or more Directors or who is a Director and who acts as an alternate Director may sign a written resolution of the members or the Directors (as the case may be) in more than one capacity and he shall have one vote for every Director for whom he acts as an alternate (in addition to his own vote if he is also a Director) but he shall not be counted more than once in determining whether a quorum is present. Any such person shall not be obliged to act in the same manner or to vote for or against any particular resolution in respect of each capacity in which he acts, but such a person who attends a general meeting of the Company shall be counted once for each capacity in which he acts for the purpose of determining whether the quorum for the transaction of the business of the general meeting exists.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

39. (A) Any one of the directors or the secretary or any other officers for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the directors or other governing body of such corporation may (subject to the articles of association or other constitutional documents of that corporation) act as its representative at any Meeting of the Company or any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.
- (B) Any member of the Board or the Secretary or any other person appointed by resolution of the Board may act as the Company's representative at any meeting of any corporation of which the Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.

INDEMNITY

40. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the

execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and any loss, damage or misfortune which may happen or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.

INSURANCE

41. Without prejudice to the provisions of Article 40, the Board shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company, or of any other company in which the Company or any of the predecessors of the Company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which employees of the Company or of any such other company or subsidiary undertaking are interested, including, (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund. For the purposes of this Article "subsidiary undertaking" shall have the meaning assigned to it in Section 258 of the Act.

G

COMPANIES FORM No. 169

Return by a company purchasing its own shares

169

Please do not
write in
this margin

Pursuant to section 169 of the Companies Act 1985



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

To the Registrar of Companies

For official use

Company number

--	--	--	--

1655859

Name of company

* PROCESS AUTOMATION AND COMPUTER SYSTEMS LIMITED

* insert full name
of company

Note

This return must be
delivered to the
Registrar within a
period of 28 days
beginning with the
first date on which
shares to which it
relates were delivered
to the company

Shares were purchased by the company under section 162 of the above Act as follows:

Class of shares	Deferred Shares			
Nominal value of each share	£0.95			
Date(s) on which the shares were delivered to the company	12.12.93			
Number of shares purchased	325,338 17/19			
Maximum prices paid for each share	5 N/A			
Minimum prices paid for each share	5 N/A			

5 A private company
is not required to
give this information

The aggregate amount paid by the company for the shares to which this return relates was:

£ 0.01

delete as
appropriate

Signed

Y

Director/Secretary

Date

X 7/1/94 X

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LONDON N1 6EE
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Presentor's name/address and reference (if any):

Watson, Farley & Williams
15 Appold Street
London EC2A 2HB
Ref: JFW

For official Use
General Section

Post room

