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COMPANIES FORM No. 12

12**Statutory Declaration of compliance
with requirements on application
for registration of a company**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

For official use

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2381420

Name of company

* FRESHNAME 97 LIMITED

* insert full
name of CompanyI, Douglas William Armourof Grapes House,High Street,Esher, Surrey KT10 9QAI declare as
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with,
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at _____

Declarant to sign below

the 25th day of April
One thousand nine hundred and eighty nine
before me [Signature]

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

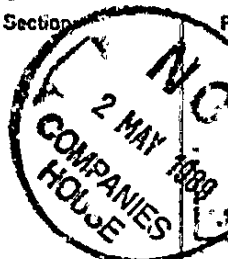
Presenter's name address and
reference (if any):

DAVID VEDOS & COMPANY
GRAPES HOUSE
HIGH STREET
ESHER, SURREY KT10 9QA

For official Use

New Companies Section

Post room



28 APR 1989

COMPANIES
HOUSE

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 (note 2) are as follows:

Please do not write in this margin

Name (note 3) David Anthony Jenar		Business occupation	
		Chartered secretary	
Previous name(s) (note 3)		Nationality	
Address (note 4) Grapes House, High Street,		British	
Esher, Surrey		Date of birth (where applicable)	
	Postcode KT10 9QA	(note 6) N/A	
Other directorships †			
See attached			
I consent to act as director of the company named on page 1			
Signature		Date 25-4-89	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)	
	Postcode	(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)	
	Postcode	(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

Please do not
write in
this margin

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

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 3 & 7)		Douglas William Armour	
Previous name(s) (note 3)			
Address (notes 4 & 7) Grapes House, High Street, Esher, Surrey			
		Postcode	KT10 9QA
I consent to act as secretary of the company named on page 1			
Signature		<i>D. W. Armour</i>	
		Date	25-4-89

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

delete if the form is
signed by the
subscribers

Signature of agent on behalf of subscribers		Date
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delete if the form is
signed by an agent on
behalf of the
subscribers.

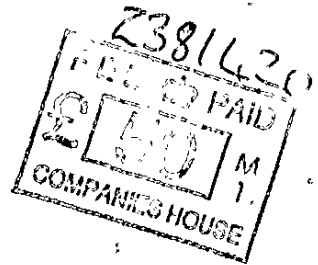
All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed	<i>D. W. Armour</i>	Date	25-4-89
Signed	<i>[Signature]</i>	Date	25-4-89
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

D A VENUS

List of Directorships

Woodcharm Plc
SLC Registrars Limited
Connaught Secretaries Limited
Haystage Limited
Management Information Limited
David Gilmour Music Limited
David Gilmour Music Overseas Limited
DG Limited



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FRESHNAME 97 LIMITED

PRELIMINARY

1. The Regulations contained or incorporated in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Regulations of the Company.

PRIVATE COMPANY

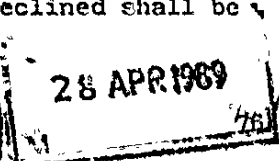
2. The Company is a private limited company within the meaning of The Companies Act 1985 and accordingly no shares or debentures of the Company shall be offered to the public.

SHARES

3. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be

UPARTS/4



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- (2) To carry on any other business which may seem capable of being conveniently carried on in connection with any of the businesses aforesaid or otherwise calculated, directly or indirectly, to enhance the value of or render more profitable any of the Company's property or rights.
- (3) To purchase or otherwise acquire, subscribe for or underwrite or guarantee the subscription of, hold and deal in, whether on its own account or for any other person, any shares debentures, stocks, bonds, script or other securities issued by any company or association or any supreme, municipal, local or other authority, whether in Great Britain or any overseas country or place.
- (4) To purchase, take on lease, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real and personal property of any kind which may be necessary for, or may be conveniently used with or may enhance the value of any other property of the Company.
- (5) To build, construct, maintain, alter, enlarge, pull down, and remove, or replace any buildings of any kind whatsoever, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (6) To purchase or otherwise acquire, take over, and undertake the whole or any part of the business and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm, or company and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock or Securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any Shares, Debenture Stock, or Securities so received.
- (7) To apply for, register, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, licences, trade marks designs, protections, and concessions, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.

- (8) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (9) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any Company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.
- (10) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock, and to secure the repayment of any money borrowed, raised or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company or any obligation or liability it may undertake.
- (11) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (12) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (13) To enter into any arrangements with any Governments or Authorities or any companies, firms or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, Authority, company, firm, or person any charters, contracts, decrees, rights, privileges, and concessions, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (14) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (15) To subscribe for, purchase, or otherwise acquire and hold Shares or other interests in or Securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.

- (16) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or Securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (17) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- (18) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorized to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (19) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (20) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities or any company purchasing the same.

- (21) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (22) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or other Securities of this Company.
- (23) To procure the Company to be registered or recognised in any part of the world.
- (24) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

- D. The liability of the Members is limited.
- E. The Company's Share Capital is £1,000 divided into 1,000 Ordinary Shares of £1.00 each. The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
Douglas William Armour, Grapes House, High Street, Esher, Surrey KT10 9QA. <i>DW Armour</i>	One
David Anthony Venus, Grapes House, High Street, Esher, Surrey KT10 9QA. <i>DA Venus</i>	One
Total Shares taken	Two

DATED the 25th day of April 1969

WITNESS to the above Signatures: Brenda Russell, *B Russell*
Grapes House,
High Street,
Esher,
Surrey KT10 9QA.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

FRESHNAME 97 LIMITED

- A. The Company's name is Freshname 97 Limited.
- B. The Company's registered office is to be situated in England and Wales.
- C. The Company's objects are:
 - (1)(a) To carry on within and without the United Kingdom all or any of the businesses of exporters, importers, manufacturers, agents, brokers, general merchants and dealers, both wholesale and retail in all articles of commercial, manufacturing, personal and household use and consumption, ornament, recreation and amusement, and generally in all raw materials, manufactured goods, materials, provisions and general produce, and also the business of storage contractors, wharfingers, carriers, shipping and forwarding agents, warehousemen and storeroomkeepers.
 - (b) To carry on the business of a Holding Company and the business of an Investment Company or other and to do all lawful acts and things whatever, that are necessary or convenient in carrying on the business of a Holding Company or the business of an Investment Company or both and in particular to carry on in all its branches the business of a Management and Service Company and to act as Managers or to direct the management of other companies or of the business, property and estates of corporations private persons or companies and to undertake and carry out all such services in connection therewith as may be deemed expedient and to exercise its powers as a controlling shareholder of other companies; to acquire by purchase, lease, concession, grant, licence or otherwise such lands, buildings, leases, underleases, rights, privileges, stocks, shares and debentures in public or private companies, corporate or unincorporate policies of insurance and other such property, real or personal and rights and interests in property as the Company shall deem fit.

offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Special Resolution as aforesaid shall be under the control of the Directors, who may (subject to paragraph (d) below) allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members.

(c) In accordance with Section 91 of the Companies Act 1985 Sections 89(1) and 90 of the said Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution.

4. The lien conferred by Clause 8 in Table A shall attach also to fully paid up shares. Clause 8 in Table A shall be modified accordingly.
5. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment."

TRANSFER OF SHARES

6. (a) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer which would otherwise be permitted under the succeeding provisions of this Article if it is a transfer
 - (i) of a share on which the Company has a lien;
 - (ii) of a share (not being a fully paid share) to a person of whom they shall not approve;
 - (iii) of a share (whether or not it is fully paid) made pursuant to paragraph (g) below.

Clause 24 in Table A shall not apply to the Company.

(b) Any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agents of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any Member or Members willing to purchase the same (hereinafter called "the purchasing Member") at the price specified therein or at the fair value certified in accordance with paragraph (d) below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

(c) The shares comprised in any transfer notice shall be offered to the Members (other than the proposing transferor) 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 Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the offer notice, provided that if a certificate of fair value is requested under paragraph (d) below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the Members or until the expiry of the period specified in the offer notice whichever is the later. 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 any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

(d) Any Member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article

reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying the fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be the sum certified as aforesaid divided by the number of shares comprised in the transfer notice.

(e) If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph (c) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing Members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing Members.

(f) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member. The Company shall pay the purchase money into a separate bank account.

(g) If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph (e) above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty subject to paragraph (a) above to transfer all or any of the shares comprised in the transfer notice to any person or persons.

(h) Clauses 29 to 31 of Table A shall apply subject to the following provisions:-

(i) Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;

(ii) If a person so becoming entitled shall not have given a transfer notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days of such notice to give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously given a transfer notice and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to paragraph (b) of this Article relating to those shares in respect of which he has still not done so;

(iii) Where a transfer notice is given or deemed to be given under this paragraph (h) and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified in writing by the Auditors in accordance with paragraph (d) of this Article as the fair value thereof.

REDEMPTION OF SHARES

7. 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, provided that the terms on which and the manner in which any such redeemable shares shall or may be redeemed shall be specified by Special Resolution before the issue thereof.

GENERAL MEETINGS AND RESOLUTIONS

8. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Companies Act 1985 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 any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company.
9. Clause 41 in Table A shall be read and construed as if the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum." were added at the end.

APPOINTMENT OF DIRECTORS

10. (a) The number of the Directors may be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally. Clause 64 in Table A shall not apply to the Company and Clause 89 in Table A shall be modified accordingly.

(b) The Directors shall not be required to retire by rotation and accordingly Clauses 73, 74 and 75 in Table A shall not apply to the Company and Clauses 76, 77, 78 and 79 in Table A shall be modified accordingly.

POWERS OF DIRECTORS


11. In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertaking and property of the Company including the 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.
12. (a) The Directors may exercise the powers of the Company conferred by Clause C(17) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
(b) Accordingly, Clause 87 in Table A shall not apply to the Company.
13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clauses 94 to 97 in Table A shall be modified accordingly.

INDEMNITY

14. (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 judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or 727 of the Companies Act 1985, 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 310 of the Companies Act 1985.
(b) Accordingly, Clause 118 in Table A shall not apply to the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

Douglas William Armour,
Grapes House,
High Street,
Esher,
Surrey KT10 9QA.

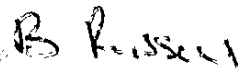


David Anthony Venus,
Grapes House,
High Street,
Esher,
Surrey KT10 9QA.



DATED the 25th day of April 1989

WITNESS to the above Signatures: Brenda Russell,
Grapes House,
High Street,
Esher,
Surrey KT10 9QA.



FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2381420

I hereby certify that

FRESHNAME 97 LIMITED

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

Given under my hand at the Companies Registration Office,
Cardiff the 9 MAY 1989

F. A. Joseph
F. A. Joseph

an authorised officer

Number of
Company 2381420

The Companies Act 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
(pursuant to Section 378 of the Companies Act 1985)

OF

FRESHNAME 97 LIMITED



²⁰
Passed ~~16~~ June 1989

AT AN EXTRAORDINARY GENERAL MEETING of the above named Company, duly convened, and held at 10, High Street, Esher, Surrey

²⁰
on ~~16~~ day of June 1989, the subjoined SPECIAL RESOLUTION was duly passed
vis:

RESOLUTION

THAT the name of the Company be changed to:

Professional Accountants Computer Software Limited

Signature: X

^{6.5.89}
To be signed by the
Chairman, a Director
or the Secretary of the
Company

MB £80 PZ
620561

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2381420

I hereby certify that

FRESHNAME 97 LIMITED

having by special resolution changed its name,

is now incorporated under the name of

**PROFESSIONAL ACCOUNTANTS COMPUTER
SOFTWARE LIMITED**

Given under my hand at the Companies Registration Office,
Cardiff the 30 JUNE 1989

Mrs. M. J. 39
MRS. M. J. 39

an authorised officer

G

COMPANIES FORM No. 123

**Notice of increase
in nominal capital****123**

Please do not
write in
the 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
(Address overleaf)

For official use

Company number

--	--	--	--

2381420

Name of company

* FRESHNAME 97 LIMITED

* Insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 13th June 1989 the nominal capital of the company has been
increased by £ 99,000 beyond the registered capital of £ 1,000.

* This copy must be
signed or in some
other form approved
by the Registrar

A copy of the resolution authorising the increase is attached.⁵The 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 follow:

To rank pari passu in all respects with the existing ordinary shares
of £1.00 each.

Please tick here if
continued overleaf

☐

Signed
Director
Secretary
Administrator
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

D. V. Venus

Designation:

*Secretary*Date *22-6-89*Presentor's name address and
reference (if any):

DAVID VENUS & COMPANY
GRAPES HOUSE
HIGH STREET
ESHER, SURREY KT10 9QA

For official Use
General Section

Post room

COMPANIES HOUSE
24 JUN 1989
M 10

Number of
Company 2381420

The Companies Act 1985
COMPANY LIMITED BY SHARES

ORDINARY RESOLUTIONS

(pursuant to Section 378 of the Companies Act 1985)

OF

FRESHNAME 97 LIMITED

Passed 13th June 1989

BY RESOLUTION IN WRITING

on 13th day of June 1989, the subjoined ORDINARY RESOLUTIONS were duly passed vis.

RESOLUTIONS

1. THAT the Authorised Share Capital of the Company be increased to £100,000 by the creation of an additional 99,000 Ordinary Shares of £1.00 each.
2. THAT with effect from the time of the passing of this Resolution the Directors are unconditionally authorised, pursuant to Section 80(1) of the Companies Act 1985, to allot all or any of the unissued shares in the Authorised Share Capital of the Company at the date of this Resolution at any time or times during the period of five years from the date hereof.

Signature.....*[Signature]*.....To be signed by the
Chairman, a Director
or the Secretary of
the Company

NOTE: To be filed within 15 days after the
passing of the Resolution(s).



Number of
Company 2581420

The Companies Act 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

(pursuant to Section 378 of the Companies Act 1985)

OF

FRESHNAME 97 LIMITED

Passed 13th June 1989

BY RESOLUTION IN WRITING

on 13th day of June 1989, the subjoined SPECIAL RESOLUTIONS were duly passed vis:

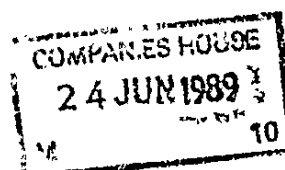
RESOLUTIONS

1. THAT pursuant to Section 95 of the Companies Act 1985 the provisions of Section 89(1) of the said Act shall not apply to the allotment of any shares which at the time of passing of this Resolution the Directors propose to allot provided that such allotment takes place within one month of the passing of this Resolution.
2. THAT the Memorandum of Association of the Company be amended in the manner following that is to say by the deletion of the present Clause C(1) and the adoption of a new Clause C(1) namely:

(See attached sheet)

Signature..... *Lawman* To be signed by the
Chairman, a Director
or the Secretary of
the Company

NOTE: To be filed within 15 days after the
passing of the Resolution(s).



344

4. (i) (a) To carry on the business of designers, producers, manufacturers, wholesalers, retailers, exporters, importers, agents for the sale of and general merchants, dealers, traders, marketers, suppliers and distributors, hirers and leasers of computers and ancillary and allied equipment of every and any description; to carry on the business of computer programmers, devisers of computer languages and codes, punch card operators and as consultants and advisers into all aspects of the computer and allied industries; to carry on the business of manufacturers and dealers in computer hardware and software and peripheral equipment and continuous stationery of all kinds; to undertake the supply of such staff and other personnel that may be required by persons having dealings with the Company; and to undertake, perform and carry out all services in connection with the computer trades and industries; and to carry on the business of dealers in electronic, electrical and other machinery and office supplies, furniture, furnishings, and equipment of all kinds; and to enter into any contracts and other arrangements of all kinds with persons having dealings with the Company on such terms and for such periods of time as the Company shall from time to time determine, on a commission or fee basis or otherwise; and to carry on any other trade or business, whatever, of a like and similar nature.
- (b) To undertake and execute agency or commission work of all kinds and to act generally as agents, factors and brokers for the sale or purchase of goods and the provision of services.

G

COMPANIES FORM No. 225(1)

Notice of new accounting reference date given during the course of an accounting reference period

225(1)

Notes should
appear in the
margin

Pursuant to section 225(1) of the Companies Act 1985
as inserted by section 3 of the Companies Act 1989

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

1. To the Registrar of Companies
(Address overleaf - Note 6)

Company number

2381420

Name of company

PROFESSIONAL ACCOUNTING COMPANY LIMITED

* Use a full name
of company

Note
Details of day and
month in 2, 3 and
4 should be the
same.
Please read notes
to 5 overleaf
before completing
this form

2. gives notice that the company's new accounting reference date on which the current 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

Day Month

3 0 0 6

Day Month Year

3 0 0 6 1 2 9 0

3. The current 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

* Refer to
applicable

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(1) of the Companies Act 1985, the following statement should be completed
The company is a [subsidiary][parent]† undertaking of

Company number

the accounting reference date of which is

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(1) of the Companies Act 1985, the following statement should be completed

An administration order was made in relation to the company on
and it is still in force.

6. Signed

[Signature]

Designation: *Secretary*

Date

15-11-90

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

Presenter's name address
telephone number and reference (if any)

For official use
DEB

POST COMPANY HOUSE
29 NOV 1990
M 63

278120

Our Ref: CCB/EO'B/DA/SB

December 8, 1991

The Board of Directors
Professional Accountants
Computer Software Limited
PACS Hardware Maintenance Limited
& GSN Associates Limited
Queens House
200 High Street
Watford
Herts. WD1 2EH

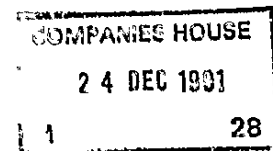
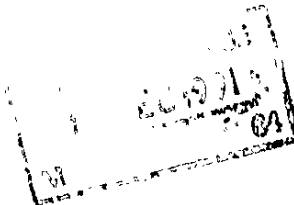
Dear Sirs,

We hereby resign as auditors to the above companies with immediate effect, and in accordance with Section 390 of the Companies Act 1985, we confirm that in connection with our resignation there are no circumstances which we consider should be brought to the notice of the members or creditors of the companies.

Yours faithfully,

Body Associates

BODY ASSOCIATES



PROFESSIONAL ACCOUNTANTS COMPUTER SOFTWARE LIMITED

THE COMPANIES ACT 1985

Registered number : 2381420

COPY Resolutions of the type and in the terms specified below as passed by the members of the Company named above at their Extraordinary General Meeting duly convened and held at Crown House, Church Road, Claygate, Esher, Surrey on 1st December 1994.

ORDINARY RESOLUTION

1. THAT the authorised share capital of the Company be increased from £100,000 to £140,000 by the creation of 40,000 Redeemable Preferred Shares of £1.00 each, the rights of which are set out in the Articles of Association of the Company to be adopted in accordance with Resolution 2 below

SPECIAL RESOLUTION

2. THAT the regulations contained in the document annexed hereto headed "New Articles of Association" be and they are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of every other existing regulation.

.....

CHAIRMAN



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PROFESSIONAL ACCOUNTANTS COMPUTER SOFTWARE LIMITED

(as adopted by the Company by Special
Resolution passed on the 1st day of December 1994)

PRELIMINARY

1. The Regulations contained or incorporated in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Regulations of the Company.

PRIVATE COMPANY

2. The Company is a private limited company within the meaning of The Companies Act 1985 and accordingly no shares or debentures of the Company shall be offered to the public.

SHARE CAPITAL

3. (a) The authorised share capital of the Company at the date of the adoption of these Articles is £140,000 divided into £100,000 Ordinary Shares of £1 each ("Ordinary Shares") and 40,000 Redeemable Preferred Shares of £1 each ("Preferred Shares").

(b) The rights attached to the Preferred Shares are as follows:

(i) Income

Out of the profits and reserves available for distribution and resolved by the directors to be distributed, the holders of the Preferred Shares shall be entitled in priority to any payment of dividend to the holders of the Ordinary Shares to a non-cumulative preferential dividend ("Preferential Dividend"). The amount payable by way of Preferential Dividend (which shall be apportioned rateably between the holders of Preferred Shares in proportion to their holdings thereof) shall be forty per cent of the Company's post tax profit available for distribution in respect of each financial year as shown by the relevant audited accounts (inclusive of any associated tax credit available to the shareholders) such dividend to be paid yearly on 30th September or, if later, 7 days after the date of adoption of the audited accounts for the year in question ("Fixed Dividend Date") save that the first such payment in respect of each Preferred Share shall be made on a pro rata temporis basis on the Fixed Dividend Date next following the date of issue of such Preferred Share in respect of the period from such date of issue to such Fixed Dividend Date (both dates inclusive). Any question as to the amount of the said post tax profit shall be referred to the Company's auditors whose confirmation of such amount shall be final and binding on the Company and its members. Payments of Preferential Dividend shall be made to the holders on the Register at any date selected by the directors up to 42 days prior to the relevant Fixed Dividend Date. The holders of Preferred Shares shall not be entitled to any further right of participation in the profits of

the Company. The Preferential Dividend shall only be payable if the Company has sufficient distributable profits and reserves to pay the same. The Preferential Dividend is not cumulative and if it is not paid on any particular Fixed Dividend Date then the Company shall be under no liability to pay it in the future.

The holders of the Ordinary Shares shall not be entitled to payment of a dividend unless and until the Preferred Shares have been fully redeemed.

(ii) Capital

On a return of capital on a winding up or otherwise (other than on conversion, redemption or purchase of shares) the assets of the Company available for distribution to the shareholders shall be applied in priority to any payment to the holders of the Ordinary Shares in repaying to the holders of the Preferred Shares a sum or sums up to but not exceeding the nominal capital paid up or credited as paid up on the Preferred Shares held by them respectively. The provisions of this Article are without prejudice to the other provisions of these Articles (as from time to time amended) as to conversion, redemption and purchase of shares. The holders of the Preferred Shares shall not be entitled to any further right of participation in the assets of the Company.

(iii) Voting and General Meetings

- (a) The holders of the Preferred Shares shall, by virtue of or in respect of their holdings of Preferred Shares, have the right to receive notice of a General Meeting of the Company and to attend, speak and vote at a General Meeting of the Company only if the business of the General Meeting includes the consideration of a resolution for winding up or the appointment of an administrator or the

approval of a voluntary arrangement or a reduction in the capital of the Company or the purchase of any shares in the capital of the Company or any resolution is to be proposed abrogating, varying or replacing any of the rights or privileges of the holders of the Preferred Shares in which case, the holders are only entitled to attend, speak and vote in respect of the said resolution. Save as aforesaid, the Preferred Shares shall not confer on the holders thereof the right to receive notice of or to attend, speak or vote at any General Meeting of the Company.

- (b) Whenever the holders of the Preferred Shares are entitled to vote at a General Meeting of the Company upon any resolution proposed at such a General Meeting, on a show of hands every holder thereof who is present in person or (being a corporation) by a representative shall have one vote and on a poll every holder thereof who is present in person or by proxy or (being a corporation) by a representative shall have one vote for every Preferred Share held.

(iv) Redemption and Purchase

- (a) The Company shall have the right, subject to the provisions of the Act, to redeem at par at any time after the date of adoption of these Articles of Association the whole or any part of the Preferred Shares for the time being issued and outstanding by giving to the holders of the particular Preferred Shares to be redeemed not less than 28 days' prior notice in writing of the date ("Redemption Date") when such redemption is to be effective.

- (b) In the case of partial redemption under paragraph (iv)(a) of this Article, the Company shall redeem the same proportion of every member's holding of Preferred Shares calculated to the nearest whole number of Preferred Shares redeemed.
- (c) Any notice given under paragraph (iv)(a) of this Article shall specify the particular Preferred Shares to be redeemed, the applicable Redemption Date and the place at which the certificates for such Preferred Shares are to be presented for redemption. Upon such Redemption Date, the Company shall redeem the particular Preferred Shares to be redeemed on that Redemption Date and each of the holders of the Preferred Shares concerned shall be bound to deliver to the Company at such place the certificate(s) for such of the Preferred Shares concerned as are held by him. Upon such delivery the Company shall pay to such holder the redemption monies due to him in respect of such redemption and pending such delivery the Company may hold such redemption monies in a non-interest bearing account. If any such certificate(s) so delivered to the Company include(s) any Preferred Shares not to be redeemed on the relevant Redemption Date, a fresh certificate for such Preferred Shares shall be issued free of charge and sent at his own risk to the holder delivering such certificate(s) to the Company.
- (d) The Company shall, subject to the provisions of the Act, redeem at par on 1 September 1997 (or so soon thereafter as the Company shall be able to comply with the provisions of the

Act) all of the Preferred Shares (if any) in issue on that date.

- (e) The receipt of the registered holder for the time being of any Preferred Shares (or in the case of joint registered holders the receipt of any of them) for the monies payable on redemption thereof shall constitute an absolute discharge to the Company in respect thereof.
- (f) Subject to the provisions of the Act, the Company may at any time purchase Preferred Shares by private treaty at such price and on such other terms and conditions as the Company may agree with the holders of the Preferred Shares concerned.
- (g) Upon the redemption of any Preferred Shares the Directors may pursuant to the authority given by the resolution adopting these Articles convert and sub-divide the authorised preferred share capital created as a consequence of such redemption into Ordinary Shares or shares of any other class of share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as such Ordinary Shares or the shares of such class then in issue or into unclassified shares of the same nominal amount as the Preferred Shares.
- (v) Other provisions
 - (a) The special rights attached to the Preferred Shares may (subject to the provisions of the Act) be varied or abrogated, either with the consent in writing of the holders of three-fourths of the Preferred Shares then in issue

or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the Preferred Shares (but not otherwise), and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate General Meeting all the provisions of these Articles relating to General Meetings of the Company and to the proceedings thereat shall mutatis mutandis apply, except that no member (other than a Director) shall be entitled to notice thereof or to attend thereat, unless he be a holder of Preferred Shares, and no vote shall be given except in respect of a Preferred Share. The necessary quorum at any such separate General Meeting (other than an adjourned meeting) shall be two persons holding or representing at least one-third in nominal value of the Preferred Shares then in issue and (at an adjourned meeting) shall be one person holding Preferred Shares (regardless of the nominal value thereof) or his proxy or (being a corporation) its representative, and any holder of Preferred Shares present in person or by proxy or (being a corporation) by its representative may demand a poll.

- (b) No Preferred Shares shall be issued other than fully-paid or credited as fully-paid.
- (c) The Company shall send to the holders of the Preferred Shares a copy of every document sent by the Company to holders of the Ordinary Shares at the time that the same is sent to the holders of the Ordinary Shares.

(vi) Further issues

The Company may from time to time, without any consent or sanction on the part of the holders of the Preferred Shares, create and issue further preferred shares ("Further Preferred Shares") ranking as regards participation in the profits and assets of the Company pari passu with but not in priority to the Preferred Shares and so that any such Further Preferred Shares may carry as regards participation in the profits and assets of the Company rights identical in all respects with the Preferred Shares or with any other series of Further Preferred Shares or rights differing therefrom in any respect including (without limitation) the following:

- (i) the rate of dividend may differ;
- (ii) the Further Preferred Shares may rank for dividend as from such date as may be provided by the terms of issue thereof and the dates for payment of dividend may differ;
- (iii) a premium may be payable on a return of capital or there may be no such premium; and
- (iv) the Further Preferred Shares may be redeemable and/or convertible into Ordinary Shares on such terms and conditions as may be prescribed by the terms of issue thereof and/or the Articles of Association of the Company for the time being.

- (b) The expression "Preferred Shares" wherever used in this Article (save in this paragraph (vi)) shall include any Further Preferred

Shares identical in all respects with the Preferred Shares created by the resolution adopting these Articles or identical in all respects save for the date from which they entitle holders to rank for dividend.

SHARES

4. (a) Shares which are comprised in the authorized share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.
- (b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Special Resolution as aforesaid shall be under the control of the Directors, who may (subject to paragraph (d) below) allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such

manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members.

(c) In accordance with Section 91 of the Companies Act 1985 Sections 89(1) and 90 of the said Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution.

5. The lien conferred by Clause 8 in Table A shall attach also to fully paid up shares. Clause 8 in Table A shall be modified accordingly.

6. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

TRANSFER OF SHARES

7. (a) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to

register any transfer which would otherwise be permitted under the succeeding provisions of this Article if it is a transfer:

- (i) of a share on which the Company has a lien;
- (ii) of a share (not being a fully-paid share) to a person of whom they shall not approve;
- (iii) of a share (whether or not it is fully-paid) made pursuant to paragraph (g) below.

Clause 24 in Table A shall not apply to the Company.

- (b) Any person ("the Proposing Transferor") proposing to transfer any shares shall give notice in writing ("the Transfer Notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The Transfer Notice shall constitute the Company the agents of the Proposing Transferor for the sale of all (but not some of) the shares comprised in the Transfer Notice to any Member or Members willing to purchase the same ("the Purchasing Member") at the price specified therein or at the fair value certified in accordance with paragraph (d) below (whichever shall be the lower). A Transfer Notice shall not be revocable except with the sanction of the Directors.
- (c) The shares comprised in any Transfer Notice shall be offered to the Members (other than the Proposing Transferor) 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 ("the Offer Notice") within seven days after the receipt by the Company of the Transfer Notice. The Offer Notice shall state the price per share specified in the Transfer Notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two

days after the date of the Offer Notice, provided that if a certificate of fair value is requested under paragraph (d) below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the Members or until the expiry of the period specified in the Offer Notice whichever is the later. 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 any shares shall not be capable without fractions or being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

- (d) Any Member may, not later than eight days after the date of the Offer Notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the Transfer Notice as at the date of the Transfer Notice and for the purpose of this Article reference to the Auditor shall include any

person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the Proposing Transferor and the Purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying the fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and of the price per share (being the lower of the price specified in the Transfer Notice and the fair value of each share) at which the shares comprised in the Transfer Notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the Transfer Notice shall be the sum certified as aforesaid divided by the number of shares comprised in the Transfer Notice.

- (e) If Purchasing Members shall be found for all the shares comprised in the Transfer Notice within the appropriate period specified in paragraph (c) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing ("the Sale Notice") to the Proposing Transferor specifying the Purchasing Members and the Proposing Transferor shall be bound upon payment of the price due in respect of all the shares comprised in the Transfer Notice to transfer the shares to the Purchasing Members.
- (f) If in any case the Proposing Transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute the transfer of such shares in favour of the Purchasing Member. The receipt of the Company for the purchase money shall be a good discharge to the Purchasing Member.

The Company shall pay the purchase money into a separate Bank account.

- (g) If the Company shall not give a Sale Notice to the Proposing Transferor within the time specified in paragraph (e) above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty subject to paragraph (a) above to transfer all or any of the shares comprised in the Transfer Notice to any person or persons.
- (h) Clauses 29 to 31 of Table A shall apply subject to the following provisions:
 - (i) Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a Transfer Notice before he elects in respect of any share to be registered himself or to execute a transfer;
 - (ii) If a person so becoming entitled shall not have given a Transfer Notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days of such notice to give a Transfer Notice in respect of all the shares to which he has so become entitled and for which he has not previously given a Transfer Notice and if he does not do so he shall at the end of such thirty days be deemed to have given a Transfer Notice pursuant to paragraph (b) of this Article relating to those shares in respect of which he has still not done so;
 - (iii) Where a Transfer Notice is given or deemed to be given under this paragraph (h) and no price per share is specified therein the Transfer Notice shall be deemed to specify the sum which shall, on

the application of the directors, be certified in writing by the Auditors in accordance with paragraph (d) of this Article as the fair value thereof.

GENERAL MEETINGS AND RESOLUTIONS

8. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Companies Act 1985 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 any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company.
9. Clause 41 in Table A shall be read and construed as if the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum." were added at the end.

APPOINTMENT OF DIRECTORS

10. (a) The number of the Directors may be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles of Table A being one, a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally. Clause 64 in Table A shall not apply to the Company and Clause 89 in Table A shall be modified accordingly.
- (b) The Directors shall not be required to retire by rotation and accordingly Clauses 73, 74 and 75 in Table A shall not apply to the Company and Clauses 76, 77, 78 and 79 in Table A shall be modified accordingly.

POWERS OF DIRECTORS

11. In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertaking and property of the Company including the 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.
12. (a) The Directors may exercise the powers of the Company conferred by Clause C(17) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Accordingly, Clause 87 in Table A shall not apply to the Company.
13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clauses 94 to 97 in Table A shall be modified accordingly.

INDEMNITY

14. (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 judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or 727 of the Companies Act 1985, 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 to

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 Companies Act 1985.

- (b) Accordingly, Clause 118 in Table A shall not apply to the Company.

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 black lettering

To the Registrar of Companies
(Address overleaf)

For official use

Company number

--	--	--	--

2281420

Name of company

* PROFESSIONAL ACCOUNTANTS COMPUTER SOFTWARE LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 1994 the nominal capital of the company has been
increased by £ 40,000 beyond the registered capital of £ 100,000

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 (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

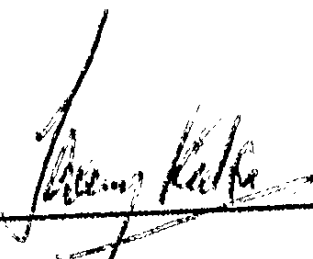
20,000 Redeemable Preferred Shares of £1.00 each, the rights of which are set out
in the Company's Articles of Association adopted by the Company pursuant to a
Special Resolution passed on 1st December 1994

Please tick here if
continued overleaf

☐

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

Signed



Designation

Director

Date 1st December
1994


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

MUNDAYS
Crown House
Claygate, Esher
Surrey KT10 0LP
Tel: 0372 627272
Fax: 0372 63762
Telex: 897742-MUNDAY G

Solicitors &
Notaries Public

For official Use
General Section

Post room

	
A13	*A507L76J* 148
COMPANIES HOUSE 24/12/94	