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COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

12

Please do not
write in
this margin

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

To the Registrar of Companies
(Address overleaf)

For official use

For official use

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

1111

24.11.1985

Name of company

* OPTION SYSTEMS LIMITED

* Insert full
name of Company

I, KEVIN MICHAEL BREWER

of SOMERSET HOUSE

TEMPLE STREET

BIRMINGHAM, B2 5DP

† delete as
appropriate

do solemnly and sincerely declare that I am a (Solid ~~XXXXXX~~)
[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 40/42 GREAT CHARLES STREET, Declarant to sign below
BIRMINGHAM.

the 16TH day of NOVEMBER

One thousand nine hundred and 89

before me D. W. Cleary

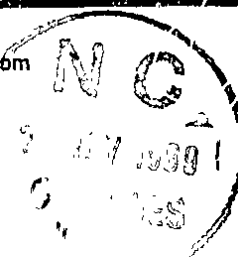
A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

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

OPTION SYSTEMS LTD.
SOMERSET HOUSE,
TEMPLE STREET,
BIRMINGHAM B2 5DP
021-613 5009

For official Use
New Companies Section

Post room



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

10

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 8)

For official use

Name of company

* **OPTION SYSTEMS LIMITED**

The intended situation of the registered office of the company on incorporation is as stated below

SOMERSET HOUSE

TEMPLE STREET

BIRMINGHAM

Postcode **B2 5DP**

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 below



**NATIONWIDE COMPANY SERVICES LTD.
SOMERSET HOUSE,
TEMPLE STREET,
BIRMINGHAM B2 5DP
021-643 9869**

Postcode

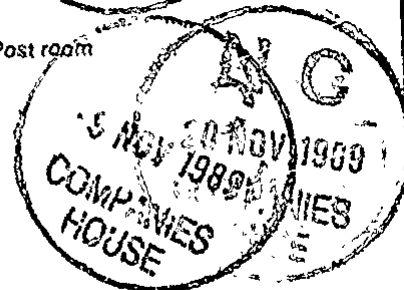
Number of continuation sheets attached (see note 1)

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

**NATIONWIDE COMPANY SERVICES LTD.
SOMERSET HOUSE,
TEMPLE STREET,
BIRMINGHAM B2 5DP
021-643 9869**

For official Use
General Section

Post room



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) KEVIN BREWER		Business occupation COMPANY FORMATION AGENT
Previous name(s) (note 3)		Nationality
Address (note 4) SOMERSET HOUSE, TEMPLE, STREET, BIRMINGHAM		BRITISH
Postcode B2 5DP		Date of birth (where applicable) (note 6) XXXXXXXXXXXX
Other directorships †		
I consent to act as director of the company named on page 1		
Signature <i>Kevin Brewer</i>		Date 12/10/89

† 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) (note 6)
Postcode		
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) (note 6)
Postcode		
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) SUZANNE BREWER	
Previous name(s) (note 3)	
Address (notes 4 & 7) SOMERSET HOUSE, TEMPLE STREET, BIRMINGHAM,	
	Postcode B2 5DP
I consent to act as secretary of the company named on page 1	
Signature <i>Suzanne Brewer</i>	Date 12/10/89

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 <i>W. R. Bull</i>	Date 12/10/89
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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	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

7B
27/11

24 46975
INC
25284/ST

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

OPTION SYSTEMS LIMITED

1. The Company's name is "OPTION SYSTEMS LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the company is established are- To carry on all or any of the businesses of manufacturer, dealer, agent, importer, exporter, wholesale and retail in all goods. To carry on the following businesses of Builders, Contractors, Heating, Ventilation, Refrigeration engineers and contractors, Scaffolders, Carpenters, Painters, Joiners, Decorators, Bricklayers, Plumbers, Plasterers, Electricians, Shopkeeper, Warehousekeeper trading in hot and cold food, wine and spirits, meat, flowers, hardware, antiques, fancy goods, radio, television, electrical components, jewellery, toys, sports equipment, photographic equipment, clothing, footwear, perfume, cosmetics, drugs, stationery, tobacco and any other trade which can be advantageously carried on; Builders and general merchants, Managers of all kinds of entertainment and sporting events, Turf and sporting accountants, Plant hirers, Scrap iron and waste metal merchants, demolition contractors, Proprietors of garages, hotels, restaurants and factories. Computer and computer peripheral dealers, Computer consultants, Publishers, Printers, haulage contractors, Security, contractors, Car hirers, Shipping agents, Property dealers and developers.

To undertake and execute agency or commission work and to act generally as agents, factors and brokers for the sale and purchase of goods, finance, investment, insurance and the provision of services and travel.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) 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, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, 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, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the 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 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, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), 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 in any manner and upon any terms the payment of any sum or money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security 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, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligation or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing or, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) 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 of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) 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 or other securities of the Company.

(t) 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 its 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.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1) (a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151 (2) of the Act.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(w) To procure the Company to be registered or recognised in any part of the world.

(x) To do all or any of the things or matters aforesaid in any part of the world and either, as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision 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.

4. The liability of the Members is limited.

5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.

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
------------------------------------	---

Kevin Brewer

KEVIN MICHAEL BREWER
SOMERSET HOUSE
TEMPLE STREET
BIRMINGHAM
B2 5DP
COMPANY FORMATION AGENT

-ONE

Suzanne Brewer

SUZANNE BREWER
SOMERSET HOUSE
TEMPLE STREET
BIRMINGHAM
B2 5DP
COMPANY FORMATION AGENT

-ONE

Total shares taken

-TWO

Dated 12/10/89
Witness to the above Signatures,

A M Gough
A M GOUGH
SOMERSET HOUSE
TEMPLE STREET
BIRMINGHAM
B2 5DP
TYPIST

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

OPTION SYSTEMS LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) 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.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision 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.

ALLOTMENT OF SHARES

2. (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 Section 80 of the Act and 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 in General Meeting 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 any such Special Resolution as aforesaid shall be under the control of the Directors, who may 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. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 9 (1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, 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 of the Company in General Meeting.

SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. 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".

GENERAL MEETINGS AND RESOLUTIONS

5. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act 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 Auditors for the time being of the Company.

6. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefore such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

7. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

8. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over 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 of any third party.

ALTERNATE DIRECTORS

9. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF DIRECTORS

10. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

11. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company 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) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

12. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

INDEMNITY

13. (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 144 or Section 727 of the Act 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 Act.

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

TRANSFER OF SHARES

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

Names and addresses of Subscribers

Kevin Michael Brewer

KEVIN MICHAEL BREWER
SOMERSET HOUSE
TEMPLE STREET
BIRMINGHAM
B2 5DP
COMPANY FORMATION AGENT

Suzanne Brewer

SUZANNE BREWER
SOMERSET HOUSE
TEMPLE STREET
BIRMINGHAM
B2 5DP
COMPANY FORMATION AGENT

Dated 12/10/89

Witness to the above Signatures,

A M Gough
A M GOUGH
SOMERSET HOUSE
TEMPLE STREET
BIRMINGHAM
B2 5DP
TYPIST

FILE COPY



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

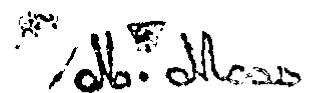
No. 2446995

I hereby certify that

OPTION SYSTEMS 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 27 NOVEMBER 1989


MRS. M. MOSS

an authorised officer

(OPTION FORMS) LIMITED

Company Number: 2446995

Special Resolution on 5TH DECEMBER 1989

We the undersigned at present the members of the company give notice of an extraordinary general meeting at which it was agreed that the following special resolution of the company be proposed and approved. "It was resolved that Paragraph 3a of the Companies Memorandum of Association be deleted and substituted for the one given below"

3. The Company's objects are:-

(a) To carry on the businesses of computer programmers, consultants and agents, to act as agents for the sale of, advisers, investigators and organisers in relation to systems and mechanical and other aids for all kinds of calculations and measurements in connection with the promotion, arrangement, design, programming, production and compilation of data processing methods, and to provide specialised training and preparation in relation to all matters pertaining thereto; to carry out, undertake, organise and provide facilities for scientific and technical research and to undertake experimental work with prototypes, instruments, appliances, apparatus, metals, materials and devices; to discover and develop new processes and materials and to obtain rights of development, manufacture and sale in respect thereof; to carry on all or any of the businesses of manufacturers, designers, installers, maintainers, importers, exporters, hirers, letters on hire of agents for, and dealers in computer programmes, computer and data processing equipment and machinery of every description, and of and in office equipment and furniture, commercial appliances, accessories and utensils of every description, electronic, electrical and general engineers, stationers, printers and publishers, advertising agents and contractors, furnishers, storekeepers, general merchants and traders; and to manufacture, buy, sell and deal in plant machinery tools, implements, materials, and things of all kinds, necessary or useful for carrying on the foregoing businesses or any of them, or likely to be required by customers of, or persons having dealings with the Company.

NW
44

K.M.P. Brewer

K.M.P. BREWER

DATE. 05/12/89

Suzanne Brewer

S.E.J. BREWER

DATE 05/12/89

COMPANIES HOUSE

16 DEC 1989

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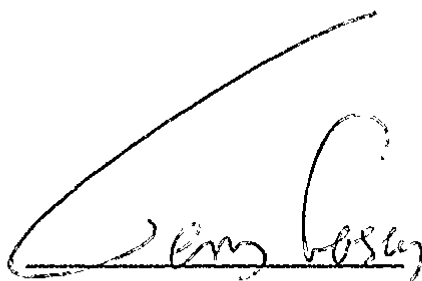
COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ORDINARY RESOLUTION
OF
OPTION SYSTEMS LTD

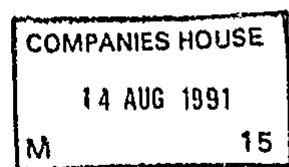
Passed: 1st July 1991

At an Extraordinary General Meeting of the abovementioned Company duly convened and held at the Offices of the Company on 1st July 1991, the following Resolutions were duly passed As Ordinary Resolutions.

RESOLUTION

1. THAT the authorised Shares Capital of the Company be and is hereby increased to £1,000,000 by the creation of 999,000 additional Ordinary Shares of £1 each.
2. THAT the sum of £15,000 being part of the amount now standing to the credit of the Share Premium Account of the Company be and is hereby capitalised, to be distributed as to 15 Ordinary Shares of £1 each held by the members of the Company whose names appear in the Register of Members at the close of business on the day prior to the date of this meeting and that the Directors be and are hereby authorised to apply the said sum of £15,000 on such shareholders behalf in paying up in full at par 15,000 of the unissued shares as Ordinary Shares of £1 each in the Company to be allotted to such members in the proportion aforesaid and that the said 15,000 Ordinary Shares of £1 each, fully paid, shall rank pari passu for all purposes with the existing issued Ordinary Shares of the Company including the right to participate in all dividends declared after the date hereof.


CHAIRMAN



G

COMPANIES FORM No. 225(1)

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

225(1)

Please do not write in this 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

2446995

Name of company

* insert full name of company

* option systems limited

Note

Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 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 1 1 2

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

Day Month Year

3 1 1 2 1 9 9 1

† delete as appropriate

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(4) 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(4) 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.

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

6. Signed DE

Designation DIRECTOR

Date 6/1/1992

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

For official use
D.E.B.

Post room

HOUSE
10/1/1992
41

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

OPTION SYSTEMS LIMITED

COMPANY NUMBER 2446995

SPECIAL RESOLUTION

At an Extraordinary General Meeting of the Company duly convened and held on Tuesday, 24th November 1992, the following resolution was passed as a special resolution.

THAT the Articles of Association of the Company ("the Existing Articles") be amended as follows:-

1. The insertion of the following new Article 5 and the re-numbering of the subsequent Articles of the Existing Articles:-

"5. TRANSFERS OF SHARES

- 5.1 (a) Any Member (the "Proposing Transferor") desiring to sell, transfer or otherwise dispose of any shares of the Company which he holds shall give notice in writing to the Company ("the Transfer Notice") at its registered office specifying such number of the shares held by him which he desires to sell at the Certified Price (as defined below) and the third party (if any) to whom he proposes to transfer the Shares if they are not purchased by a member pursuant to the following provisions of this Article. A Transfer Notice shall only be revocable with the consent of the Directors.

We hereby certify this to be
a true and complete copy
of the original.

.....
DAVIES ARNOLD COOPER
6-8 Bouverie Street
London EC4Y 8DD

(b) The Transfer Notice shall constitute the Directors of the Company the agents of the proposing transferor for the sale of the Shares and the Directors shall, within seven days of the Transfer Notice being given to the Company, offer the Shares in writing to the other shareholders in proportion to their shareholdings at the date of service of the Transfer Notice. Such offer shall state:-

- (i) the number of Shares offered;
- (ii) the Certified Price;
- (iii) the third party specified in the transfer notice (if any);
- (iv) that, if such offer is not accepted in writing within 30 days, it will be deemed to be declined;
- (v) that, if there be more than one member other than the Proposing Transferor and any such member to whom such notice is given desires an allotment of Shares in excess of his proportion, he should in his reply state how many excess Shares he desires to have; and
- (vi) that, if there be only one member other than the Proposing Transferor and the Proposing

Transferor has specified in the Transfer Notice all the shares not owned by such other member and such other member claims all those shares, he should in his reply state the name of his nominee to hold one or more of the Shares.

If all such Members do not claim their proportions, the unclaimed Shares shall be used in or towards satisfying the claims in excess in proportion to existing shareholdings. If any Shares shall not be capable, without fractions, of being offered to such Members in proportion to their existing holdings, the same shall (to the extent that fractions would arise) be offered to such Members in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

- (c) The Certified Price referred to in subparagraphs (a) and (b) hereof shall be determined by the Auditors at the time of each audit of the Company, acting as experts and not as arbitrators, on the basis of the fair value per share of the business of the Company as a going concern as between a willing vendor and a willing purchaser.

- (d) When the Auditors have certified their opinion of the Certified Price, it shall remain the fair price for the purpose of these Articles until the Auditors certify a replacement therefor.
- (e) Notice of the Certified Price shall be given by the Directors to the Members of the Company with their Annual Report.
- (f) In the absence of a Certified Price for any reason or in the event of any dispute as to the Certified Price including the item to be ascertained in order to obtain the same, the Certified Price shall be referred to an independent expert Chartered Accountant appointed by the President of the Institute of Chartered Accountants in England and Wales upon the application of the Company or any Member and such accountant shall determine the Certified Price and such certification shall be final in the absence of manifest error.
- (g) If a proposing purchaser declines the offer or fails to indicate that he wishes to proceed to purchase all or any of the Shares, the Directors shall within seven days then next ensuing use the relevant number of Shares which had been apportioned to such proposing purchaser in or towards satisfying the excess claims (if any) under subparagraph (b) hereof of purchasers who

are proceeding with their purchases.

- (h) The Proposing Transferor shall be bound to transfer to each purchaser of the Shares the number of Shares being purchased by him upon payment by such purchaser to the Proposing Transferor of the Certified Price multiplied by the relevant number of Shares which payment shall be made within 90 days of acceptance.
- (i) If in any case the Proposing Transferor, after having become bound as aforesaid, makes default in transferring the Shares, the Directors may receive the purchase money which shall be paid into a separate bank account and the Directors shall within a reasonable period nominate some person to execute an instrument or instruments of transfer of the Shares in the name and on behalf of the Proposing Transferor and thereafter, when such instrument or instruments have been duly stamped, the Directors shall cause the name of the purchasing Member or Members to be entered in the Register as the holder or holders of the Shares and shall hold the purchase money in trust for the Proposing Transferor but the Company shall not be liable for interest thereon. The receipt of the Directors for the purchase money shall be a good discharge to the purchasing Member or Members and after his or their names have been entered in the Register of

Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(j) In the event of the bankruptcy or liquidation of any Member the Shares which such bankrupt or liquidated Member held shall forthwith be offered to the other Members by the trustee in bankruptcy or Liquidator of such Member as the case may be and if a Transfer Notice in respect of such shares shall not be given within six months, it shall be deemed to have been given to the Company and in any event the provisions of this Article shall, mutatis mutandis, take effect accordingly. If in the event of the bankruptcy of any Member the Shares which such bankrupt Member held shall not have been sold within twelve months of such bankruptcy pursuant to this sub-paragraph such Member's trustee in bankruptcy may, upon such evidence being produced as may from time to time properly be required by the Directors elect either to be registered themselves or himself as transferee of such Shares or to have some person nominated by them or him registered as the transferee thereof.

(k) If the Directors shall not find a Member or Members willing to purchase all the Shares under the foregoing provisions, the Proposing Transferor shall, subject always to Article 5.3,

at any time within three calendar months afterwards be at liberty to sell and transfer the Shares or so many of the Shares as the Directors shall not have found a purchaser for as aforesaid to any third party for a cash price payable prior to transfer and being not less than the Certified Price.

(1) The foregoing provisions of this Article shall not apply:-

(i) in the case of a Member who is an individual, to a transfer to a company of which that Member holds or (where two or more Members transfer the Shares to one company) those members jointly hold a majority of the voting or other equity capital of such company provided that if such Member or Members ceases or cease to hold a majority of the voting or other equity capital of the company to which the above transfer was made, such company shall transfer the shares of the Company back to such Member or Members within 30 days of so ceasing, failing which such company shall be deemed to have served a Transfer Notice in respect of the relevant shares and the provisions of this Article shall apply;

- (ii) in the case of a Member being a corporation, to a transfer to any company which is its holding company or subsidiary company or another subsidiary of such holding company provided that if such holding or subsidiary company shall at any time cease to be such holding or subsidiary company a transfer notice shall be deemed to have been served at such time as aforesaid and the provisions of this Article shall apply.

Any transfer permitted under this sub-paragraph (1) shall be subject to the decision of the Auditors as to whether any transfer of shares is or the holder of shares remains bona fide within the provisions of this Article and any such decision shall be final and binding.

- 5.2 The Directors shall refuse to register any Proposed Transfer of a share other than a transfer made pursuant to or permitted by clause 5.1 of this Article. Regulations 24 and 26 of table 4 shall be deemed to be deleted.
- 5.3 Notwithstanding the provisions of Clause 5.1(k), the Directors may in their absolute discretion refuse to register the transfer of a share to any person who is not a Member of the Company without giving any reason for their decision.

2. The insertion in Article 12 of the Existing Articles of:-

"The Chairman of any meeting of the Directors shall not at any such meeting have a second or casting vote, and Regulation 88 of Table A shall be deemed to be modified accordingly.";

"Any Director or alternate Director who attends a meeting of Directors by telephone or other conference facility shall be deemed to be personally present at such meeting for all purposes of these Articles and shall be counted in the quorum according."

CHAIRMAN

Company Number 2446995

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
OPTION SYSTEMS LIMITED

Davies Arnold Cooper
6-8 Bouverie Street
London
EC4Y 8DD

Tel: 071 936 2222

Ref: 281/332/ARTS09/1996.4/12/01/1993

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

OPTION SYSTEMS LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) 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.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision 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.

ALLOTMENT OF SHARES

2. (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 Section 80 of the Act and 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 in General Meeting 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 any such Special Resolution as aforesaid shall be under the control of the Directors, who may 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. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 9(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, 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 of the Company in General Meeting.

SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. 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".

TRANSFERS OF SHARES

5.1 (a) Any Member (the "Proposing Transferor") desiring to sell, transfer or otherwise dispose of any shares of the Company which he holds shall give notice in writing to the Company ("the Transfer Notice") at its registered office specifying such number of the shares held by him which he desires to sell at the Certified Price (as defined below) and the third party (if any) to whom he proposes to transfer the Shares if they are not purchased by a member pursuant to the following provisions of this Article. A Transfer Notice shall only be revocable with the consent of the Directors.

(b) The Transfer Notice shall constitute the Directors of the Company the agents of the proposing transferor for the sale of the Shares and the Directors shall, within seven days of the Transfer Notice being given to the Company, offer the Shares in writing to the other shareholders in proportion to their shareholdings at the date of service of the Transfer Notice. Such offer shall state:-

- (i) the number of Shares offered;
- (ii) the Certified Price;
- (iii) the third party specified in the transfer notice (if any);
- (iv) that, if such offer is not accepted in writing within 30 days, it will be deemed to be declined;
- (v) that, if there be more than one member other than the Proposing Transferor and any such member to whom such notice is given desires an allotment of Shares in excess of his proportion, he should in his reply state how many excess Shares he desires to have; and
- (vi) that, if there be only one member other than the Proposing Transferor and the Proposing Transferor has specified in the Transfer Notice all the shares not owned by such other member and such other member claims all those shares, he should in his reply state the name of his nominee to hold one or more of the Shares.

If all such Members do not claim their proportions, the unclaimed Shares shall be used in or towards satisfying the claims in excess in proportion to existing shareholdings. If any Shares shall not be capable, without fractions, of being offered to such Members in proportion to their existing holdings, the same shall (to the extent that fractions would arise) be offered to such Members in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

(c) The Certified Price referred to in sub-paragraphs (a) and (b) hereof shall be determined by the Auditors at the time of each audit of the Company, acting as experts and not as arbitrators, on the basis of the fair value per share of the business of the Company as a going concern as between a willing vendor and a willing purchaser.

(d) When the Auditors have certified their opinion of the Certified Price, it shall remain the fair price for the purpose of these Articles until the Auditors certify a replacement therefor.

(e) Notice of the Certified Price shall be given by the Directors to the Members of the Company with their Annual Report.

(f) In the absence of a Certified Price for any reason or in the event of any dispute as to the Certified Price including the item to be ascertained in order to obtain the same, the Certified Price shall be referred to an independent expert Chartered Accountant appointed by the President of the Institute of Chartered Accountants in England and Wales upon the application of the Company or any Member and such accountant shall determine the Certified Price and such certification shall be final in the absence of manifest error.

(g) If a proposing purchaser declines the offer or fails to indicate that he wishes to proceed to purchase all or any of the Shares, the Directors shall within seven days then next ensuing use the relevant number of Shares which had been apportioned to such proposing purchaser in or towards satisfying the excess claims (if any) under sub-paragraph (b) hereof of purchasers who are proceeding with their purchases.

(h) The Proposing Transferor shall be bound to transfer to each purchaser of the Shares the number of Shares being purchased by him upon payment by such purchaser to the Proposing Transferor of the Certified Price multiplied by the relevant number of Shares which payment shall be made within 90 days of acceptance.

(i) If in any case the Proposing Transferor, after having become bound as aforesaid, makes default in transferring the Shares, the Directors may receive the

purchase money which shall be paid into a separate bank account and the Directors shall within a reasonable period nominate some person to execute an instrument or instruments of transfer of the Shares in the name and on behalf of the Proposing Transferor and thereafter, when such instrument or instruments have been duly stamped, the Directors shall cause the name of the purchasing Member or Members to be entered in the Register as the holder or holders of the Shares and shall hold the purchase money in trust for the Proposing Transferor but the Company shall not be liable for interest thereon. The receipt of the Directors for the purchase money shall be a good discharge to the purchasing Member or Members and after his or their names have been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(j) In the event of the bankruptcy or liquidation of any Member the Shares which such bankrupt or liquidated Member held shall forthwith be offered to the other Members by the trustee in bankruptcy or Liquidator of such Member as the case may be and if a Transfer Notice in respect of such shares shall not be given within six months, it shall be deemed to have been given to the Company and in any event the provisions of this Article shall, mutatis mutandis, take effect accordingly. If in the event of the bankruptcy of any Member the Shares which such bankrupt Member held shall not have been sold within twelve months of such bankruptcy pursuant to this sub-paragraph such Member's trustee in bankruptcy may, upon such evidence being produced as may from time to time properly be required by the Directors elect either to be registered themselves or himself as transferee of such Shares or to have some person nominated by them or him registered as the transferee thereof.

(k) If the Directors shall not find a Member or Members willing to purchase all the Shares under the foregoing provisions, the Proposing Transferor shall, subject always to Article 5.3, at any time within three calendar months afterwards be at liberty to sell and transfer the Shares or so many of the Shares as the Directors shall not have found a purchaser for as aforesaid to any third party for a cash price payable prior to transfer and being not less than the Certified Price.

(l) The foregoing provisions of this Article shall not apply:-

(i) in the case of a Member who is an individual, to a transfer to a company of which that Member holds or (where two or more Members transfer the Shares to one company) those members jointly hold a majority of the voting or other equity capital of such company provided that if such Member or Members ceases or cease to hold a majority of the voting or other equity capital of the company to which

the above transfer was made, such company shall transfer the shares of the Company back to such Member or Members within 30 days of so ceasing, failing which such company shall be deemed to have served a Transfer Notice in respect of the relevant shares and the provisions of this Article shall apply;

(ii) in the case of a Member being a corporation, to a transfer to any company which is its holding company or subsidiary company or another subsidiary of such holding company provided that if such holding or subsidiary company shall at any time cease to be such holding or subsidiary company a transfer notice shall be deemed to have been served at such time as aforesaid and the provisions of this Article shall apply.

Any transfer permitted under this sub-paragraph (1) shall be subject to the decision of the Auditors as to whether any transfer of shares is or the holder of shares remains bona fide within the provisions of this Article and any such decision shall be final and binding.

5.2 The Directors shall refuse to register any Proposed Transfer of a share other than a transfer made pursuant to or permitted by clause 5.1 of this Article. Regulations 24 and 26 of table A shall be deemed to be deleted.

5.3 Notwithstanding the provisions of Clause 5.1(k), the Directors may in their absolute discretion refuse to register the transfer of a share to any person who is not a Member of the Company without giving any reason for their decision.

5.4 If any Member declines or fails to subscribe for any shares offered to him under Article 2(b) hereof, he shall be deemed to have given a Transfer Notice to the Company in respect of such shares as are offered to him for subscription and the foregoing provisions of this Article shall apply accordingly save that the offer price shall be deemed to be the subscription price and not the Certified Price.

GENERAL MEETINGS AND RESOLUTIONS

6. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act 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 Auditors for the time being of the Company.

7. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefore such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

8. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to

propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

9. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act, to grant any mortgage, charge or standard security over 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 of any third party.

ALTERNATE DIRECTORS

10. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF DIRECTORS

11. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

12. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company 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) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

13. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) The Chairman of any meeting of the Directors shall not at any such meeting have a second or casting vote and Regulation 88 of Table A shall be deemed to be modified accordingly.

(c) Any Director or alternate Director who attends a meeting of Directors by telephone or other conference facility shall be deemed to be personally present at such meeting for all purposes of these Articles and shall be counted in the quorum according.

(d) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

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 judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act 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 Act.

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

TRANSFER OF SHARES

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

NAMES AND ADDRESSES OF SUBSCRIBERS

KEVIN MICHAEL BREWER
SOMERSET HOUSE
TEMPLE STREET
BIRMINGHAM
B2 5DP
COMPANY FORMATION AGENT

SUZANNE BREWER
SOMERSET HOUSE
TEMPLE STREET
BIRMINGHAM
B2 5DP
COMPANY FORMATION AGENT

Dated 12/10/89
Witness to the above Signatures,

A M GOUGH
SOMERSET HOUSE
TEMPLE STREET
BIRMINGHAM
B2 5DP
TYPIST

Company Number: 2446995

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

ORDINARY RESOLUTIONS

OF

OPTION SYSTEMS LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above-named Company,
duly convened, and held on the 25th day of January 1993,
the following ORDINARY RESOLUTIONS were duly passed:-

1. THAT the Share Capital of the Company be and the same is hereby sub-divided from 1,000,000 Shares of £1 each to 100,000,000 Shares of 1 penny each ranking in all respects pari passu.
2. THAT 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 (as defined in Section 80 of the said Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital at the date of the passing of this Resolution; and that this authority shall expire on the fifth anniversary of the date of the passing of this Resolution unless varied or revoked or renewed by the Company in General Meeting. Save that the Directors may notwithstanding such expiry, allot relevant securities under this authority in pursuance of an offer or agreement so to do made by the Company before the expiry of this authority.

.....
CHAIRMAN

G

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

To the Registrar of Companies

For official use

Company number

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2446995

Name of company

* OPTION SYSTEMS

Limited

* Insert full name
of company

gives notice

That the 1,000,000 shares of £1 each in the authorised capital of the Company have been sub-divided by Ordinary Resolution passed on the 25 day of January 1993 into 100,000,000 shares of 1 penny each.

delete as
appropriate

Signed



[Director][Secretary] Date 25 Jan 1993

Presentor's name address and
reference (if any):For official Use
General Section

Post room

10 FEB 1993

