

Registered Number 02596452

Exchange FS Limited
(the "Company")

THURSDAY



PRIVATE COMPANY LIMITED BY SHARES

THE COMPANIES ACT 2006

SHAREHOLDERS' WRITTEN RESOLUTIONS CIRCULATED ON 25th AUGUST 2009 PURSUANT TO CHAPTER 2 OF PART 13 OF THE COMPANIES ACT 2006

WHEREAS all terms defined in a senior sterling term and multicurrency revolving facilities agreement (the "**Facilities Agreement**") to be made between (1) 1st Software Holdings Limited (the "**Parent**") (2) the companies listed in Part 1 of Schedule 1 thereto as Original Borrowers (including the Company) (3) the companies listed in Part 1 of Schedule 1 thereto as Original Guarantors (including the Company) (4) HSBC Bank plc, Lloyds TSB Bank plc and The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc (as Joint Lead Arrangers) (5) the financial institutions listed in Part 2 Schedule 1 thereto as Original Lenders (6) HSBC Bank plc as Agent and (7) HSBC Corporate Trustee Company (UK) Limited as Security Agent pursuant to which the Lenders (as defined in the Facilities Agreement) agree, upon the terms and conditions contained in the Facilities Agreement, to make available to the Borrowers (as defined in the Facilities Agreement) three term loan facilities and a revolving credit facility to be applied in and towards, inter alia, the purchase the shares in the Group, refinancing certain financial indebtedness of the Group, financing certain acquisitions and towards the general corporate purposes of the Group and the Company (the "**Facilities**")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions

SPECIAL RESOLUTIONS

WE HEREBY AGREE AND RESOLVE as follows

- 1 **THAT** the objects contained in the document attached (for the purpose of identification marked 'A') be approved and adopted as clause 3(KK) of the Company's Memorandum of Association
2. **THAT** the Articles of Association of the Company be altered by the insertion of the following as a new Article 8A:

8A Transfer of shares to a Secured Institution

"Notwithstanding anything contained in the constitution (within the meaning of Section 17 of the Companies Act 2006) of the Company (including, without limitation, these Articles), the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer

8A 1 is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a "**Secured Institution**"), or

8A 2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or

8A 3 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in the constitution (within the meaning of Section 17 of the Companies Act 2006) of the Company (including, without limitation, these Articles), no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the constitution or otherwise howsoever to require such shares to be transferred to them whether for consideration or not "

3. **THAT** the Articles of Association of the Company be altered by the insertion of the following as a new Article 21:

Lien

"21 Notwithstanding anything contained in these articles, the Company shall have no lien on any shares which have been charged by way of security to a bank or institution, or to any nominee of such a bank or institution "

- 4 **THAT** the provisions of and the transactions contemplated by

- (a) a draft Facilities Agreement,
- (b) a draft intercreditor agreement to be made between (1) the Parent (2) the companies listed in Schedule 2 thereto (including the Company) as Original Obligors, Intra-Group Creditors and Intra-Group Debtors (3) HSBC Bank as Agent (4) HSBC Corporate Trustee Company (UK) Limited s Security Agent (5) the financial institutions listed in part 1 of Schedule 1 thereto as Original Senior Lenders (6) the financial institutions listed in part 2 of Schedule 1 thereto as Original Hedge Counterparties and (7) the persons named in part 3 of Schedule 1 thereto as Original Investors,
- (c) a draft English law governed first ranking debenture to be made between (1) the companies listed in Schedule 1 (including the Company) thereto as chargors and (2) HSBC Corporate Trustee Company (UK) Limited as Security Agent, [and]
- (d) an intercreditor agreement (the "**Investor Intercreditor Agreement**") to be made between (1) the Parent (2) the companies listed in Schedule 5 thereto as obligors (including the Company) (3) Lloyds TSB Development Capital Limited ("**LDC**") as investor security trustee (4) the companies listed in Schedule 3 thereto as institutional investor (5) Vertex Data Science System and (6) the individuals listed in Schedule 4 thereto as management investors,
- (e) a second ranking guarantee and debenture (the "**Investor Debenture**") to be made between (1) the companies listed in Schedule 1 thereto as original chargors (including the Company) and (2) LDC as Investor Security Trustee (as defined therein), and
- (f) other related and ancillary documents,

(together the "**Documents**") and the execution, delivery and performance by the Company (as the case may be) of the Documents be and are hereby approved and is for the benefit of and in the best interests of the Company for the purposes of carrying on its business

4 **THAT:**

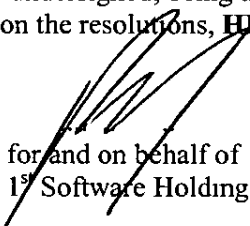
- (a) the terms and conditions of, and the transactions contemplated by, the Documents and any other documents entered into pursuant thereto, including but not limited to, any borrowing, the provisions of any security, guarantees and indemnities be and are hereby approved, subject to such changes as the Company's directors and/or authorised signatories, in their absolute discretion think fit, notwithstanding any provision of the Company's memorandum of association and articles of association,
- (b) the directors and/or authorised signatories of the Company be and are hereby authorised to take any action or enter into any other documents in connection or pursuant to the terms of the Documents as they shall deem necessary or appropriate, and to execute, deliver and perform any and all obligations made under those documents notwithstanding any provision of the Company's memorandum of association and articles of association, and
- (c) the directors and/or authorised signatories of the Company are authorised to do all things necessary in respect of the Documents and any other related documents, notwithstanding any provisions of the Company's memorandum and articles of association

5 **THAT THESE RESOLUTIONS** shall have effect notwithstanding any provision of the Company's memorandum of association and articles of association

Please read the explanatory notes at the end of this document before signifying your agreement to the resolutions

We, the undersigned, being the members entitled at the time the resolutions were circulated to members to vote on the resolutions, **HEREBY AGREE** to the resolutions being passed

Signed


for and on behalf of
1st Software Holdings Limited

Date

25th

August 2009

GUIDANCE NOTES:

- 1 The resolutions are proposed as special resolutions and each require members holding not less than 75 per cent of the total voting rights of members entitled to vote on such resolutions to vote in favour of them to be passed
- 2 If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it by using one of the following methods
 - **BY HAND** by delivering the signed copy to
Miss Sarah Gough
CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street

London
EC1A 4DD

- **BY POST** by returning the signed copy by post to:
Miss Sarah Gough
CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD
 - **BY FAX** by faxing the signed copy to 020 7367 2000 marked "For the attention of Miss Sarah Gough"
 - **BY E-MAIL** by attaching a scanned copy of the signed document to an e-mail and sending it to sarah.gough@cms-cmck.com Please enter "For the attention of Miss Sarah Gough" in the email subject box
- 3 If you do not agree to the above resolutions, you do not need to do anything
- 4 Once you have indicated your agreement to the resolutions, you may not revoke your agreement
- 5 Unless, by the date at the end of the 28-day period beginning on the circulation date of these resolutions, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or on this date
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document

A
Amended Memorandum of Association

"3(KK) To guarantee or secure the payment of money in such manner and upon such terms as the Company may think fit with or without consideration, corporate benefit or advantage to or for the Company and accordingly to enter into any security agreement, guarantee, contract of indemnity or counter-indemnity or suretyship whether by personal covenant or otherwise upon any terms and in particular but without limiting the generality of the foregoing to secure or guarantee in any manner and upon any terms the payment of any money secured by or payable under or in respect of any shares, debentures, charges, contracts or securities or obligations of any kind of any person, authority or company, British or foreign, including in particular but without limiting the generality of the foregoing, any company which is, (within the meaning of Section 736 of the Companies Act 1985 or any statutory re-enactment or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of any such holding company and for any such purposes to mortgage or charge the undertaking and all or any part of the property, assets and rights of the Company both present and future, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations "