

No. 3091447

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

COMPUTASOFT CONSULTING LIMITED

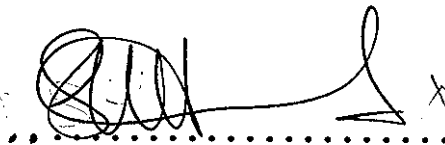
(Passed on the 28th September 1995)

By written resolution dated 28th September 1995 of the sole shareholder of the Company pursuant to the Company's Articles of Association the following resolutions were passed as special resolutions:-

SPECIAL RESOLUTIONS

1. That the authorised share capital of the Company be and is hereby converted into 5,000,000 "A" Shares of 1p each and 15,000,000 "B" Shares of 1p each and that the 200 ordinary shares of 1p each in the Company in issue immediately prior to the passing of this resolution be redesignated as "B" Shares.

2. That the regulations contained in the document attached to this resolution and signed for identification by the sole shareholder be adopted as the Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association.


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For and on behalf of
Computasoft Limited



Company No. 3091447

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION

of

COMPUTASOFT CONSULTING LIMITED

(adopted by Special Resolution passed on
28th SEPTEMBER 1995)

PRELIMINARY

1. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association. References herein to "regulations" are to regulations in the said Table A.

INTERPRETATION

2. In these Articles:

(a) unless the context otherwise requires the following expressions have the following meanings:

"A" Director" means any director appointed and holding office from time to time pursuant to Article 11(1);

"A" Shares" means the "A" Shares of 1p each

	in the share capital of the Company from time to time;
"B" Director"	means any director appointed and holding office from time to time pursuant to Article 11(2);
"B" Shares"	means the "B" Shares of 1p each in the share capital of the Company from time to time;
"deemed transfer notice"	means a transfer notice deemed to be given under any provision of these Articles;
"Ordinary Shares"	means the "A" Shares and the "B" Shares together;
"paid up"	means, in relation to a share, paid up or credited as paid up;
"Representatives"	means, in relation to a member, any person or persons who have become entitled to his shares in consequence of his death, bankruptcy or mental incapacity;
"share"	means a share in the capital of the Company of whatever class;
"transfer notice"	has the meaning attributed thereto in Article 8(1) and includes, where the context admits, a deemed transfer notice.

(b) words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of adoption of these Articles.

SHARE CAPITAL

3. The authorised share capital of the Company at the date of adoption of these Articles is £200,000 divided into 5,000,000 "A" Shares and 15,000,000 "B" Shares. The "A" Shares and the "B" Shares shall be separate classes of shares and shall carry the respective voting rights and rights to appoint and remove directors and be subject to the restrictions on transfer hereinafter provided, but in all other respects shall rank pari passu.

ALLOTMENT OF SHARES

4. (1) No "A" Shares may be allotted or issued to any person save with the prior written consent of a majority of the holders from time to time of the "A" Shares.
- (2) No "B" Shares may be allotted or issued to any person save with the prior written consent of all the holders from time to time of the "B" Shares.
- (3) Subject to paragraphs (1) and (2) of this Article, 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 relevant securities (within the meaning of Section 80(2) of the Act) in respect of all the shares for the time being unissued up to the amount of the share capital of the Company authorised but unissued at the date of adoption of these Articles at any time or times during the period of five years from the said date of adoption and the directors may, after that period, allot relevant securities 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.
- (4) In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- (5) Unless otherwise determined by a resolution of the directors on which an "A" Director and a "B" Director voted in favour or by a written resolution of the directors, all "A" Shares before they are allotted shall first be offered to all the holders of "A" Shares in the Company on the terms that, in the case of competition, the "A" Shares so offered shall be sold to the persons accepting the offer in proportion (as nearly as may be and without increasing the number sold to any person beyond the number applied for by him) to their existing holdings of "A" Shares. The offer shall be made by notice specifying the number of "A" Shares offered, and limiting a period (not being less than ten working days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those "A" Shares so deemed to be declined shall be offered to all the holders of "B" Shares in the Company and such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any "A" 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 "A" Shares released from the provisions of this Article by any such resolution of the directors as aforesaid may be disposed of by the directors to such persons, on such terms, and in such

manner as they think fit, provided that, in the case of "A" Shares not accepted as aforesaid, such "A" 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.

(6) Any reference in paragraph (5) to the allotment of "A" Shares includes the grant of a right to subscribe for "A" Shares but such a reference does not include the allotment of any "A" Shares pursuant to such a right.

(7) Whenever a share is issued to a member holding shares only of another class such first mentioned share shall ipso facto and forthwith be converted into and redesignated as a share of such other class.

(8) No member may at any time hold more than one class of shares in the Company.

LIEN

5. The lien conferred by regulation 8 shall attach also to fully paid up shares. Regulation 8 shall be modified accordingly.

TRANSFER OF SHARES

6. (1) No member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share or create or permit to exist any charge, lien, encumbrance or trust over, or grant any option or other rights over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except (but subject always to paragraph (5)):

(a) as permitted by Article 7;

(b) as permitted by Article 8.

(2) If a member at any time attempts to deal with or dispose of a share or any interest therein or right attaching thereto otherwise than as permitted by these Articles he shall be deemed immediately prior to such attempt to have given a transfer notice in respect of such share.

(3) For the purpose of ensuring that a particular transfer of shares is permitted hereunder the directors may require the transferor or the person named as transferee in any transfer lodged for registration to furnish the Company with such information and evidence as the directors may think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the

directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.

(4) Where a transfer notice in respect of any share is deemed to have been given under any provision of these Articles and the circumstances are such that the directors (as a whole) are unaware of the facts giving rise to the same such transfer notice shall be deemed to have been received by the directors on the date on which the directors (as a whole) actually become aware of such facts and the provisions of Article 8 shall apply accordingly.

(5) The directors shall not refuse to register any transfer of a share which is permitted under these Articles but may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted hereunder if it is a transfer:

- (a) of a share on which the Company has a lien;
- (b) of a share (not being a fully paid share) to a person of whom they shall not approve.

The first sentence of regulation 24 shall not apply.

(6) Whenever a share is transferred to a member holding shares only of another class such first mentioned share shall ipso facto and forthwith be converted into and redesignated as a share of such other class.

PERMITTED TRANSFERS

7. (1) For the purposes of this Article:

(a) "privileged relation" in relation to a member means the spouse (or widow or widower) of the member and the member's lineal descendants and for the purposes aforesaid a step-child or adopted child or illegitimate child of any member shall be deemed to be a lineal descendant of such member;

(b) "family trust" means, in relation to a member being an individual or a deceased member, a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of (i) that member and/or a privileged relation of that member or (ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so

interested if there are no other beneficiaries from time to time except another such charity or charities), and no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such member or his privileged relations.

(2) A member being an individual (not being in relation to the shares in question a holder thereof as a trustee of a family trust) may at any time transfer all or any of the shares held by him:

(a) to a privileged relation; or

(b) to trustees to be held upon a family trust of such member.

(3) Where shares are held by trustees upon a family trust:

(a) such shares may on any change of trustees be transferred to the new trustees of that family trust;

(b) such shares may at any time be transferred to any person to whom under paragraph (2) the same could have been transferred by the settlor if he had remained the holder thereof;

(c) if and whenever any such shares cease to be held upon a family trust (otherwise than in consequence of a transfer authorised by sub-paragraph (b)) or there cease to be any beneficiaries of that family trust other than a charity or charities the trustees shall be deemed immediately to have given a transfer notice in respect of all their relevant shares; and

(d) for the purposes of this paragraph the expression "relevant shares" means and includes (so far as the same remain from time to time held by the trustees) the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them.

(4) A member may at any time transfer all or any of his shares:

(a) in the case of a member being a nominee, to the person who is the beneficial owner or to a person to whom the beneficial owner, if he were registered as the holder, would have been entitled to transfer his shares in accordance with this Article; or

(b) to any person with the prior written consent of all the other members.

(5) The Representatives of a member may at any time transfer all or any of the shares to which they are entitled to any person to whom the registered holder would be permitted to transfer the same under this Article.

(6) If the Representatives of a member elect to become registered as the holders of any of such member's shares then such shares may at any time be transferred by those Representatives to any person to whom under this Article the same could have been transferred by such member if he had remained the holder thereof, but no other transfer of such shares by the Representatives shall be permitted under this Article.

PRE-EMPTION RIGHTS

8. (1) (a) Except for a transfer of shares which is permitted under these Articles as mentioned in Article 6(1), no share shall be transferred until the following conditions of this Article are complied with;

(b) Any member (or other person entitled to transfer a share registered in the name of a member) proposing to transfer any shares ("the transferor") shall give notice in writing ("transfer notice") to the directors that he wishes to transfer the same. In the transfer notice the transferor shall specify:

(i) the number and class of shares which he wishes to transfer;

(ii) whether or not he has received an offer from a third party for the shares he wishes to transfer and if so the identity of such third party and the price offered for the same;

(c) The transfer notice shall constitute the Company as the agent of the transferor empowered to sell the shares comprised in the transfer notice at the price ascertained in accordance with the provisions of Article 8(5) ("the prescribed price"). When the prescribed price is fixed by an independent firm of Chartered Accountants (in accordance with the provisions of Article 8(5)) a transfer notice may be withdrawn within 7 days of the ascertainment of the prescribed price but otherwise a transfer notice may only be withdrawn with the consent of the directors.

(2) The Company shall, within 14 days (or so soon thereafter as may be practical) after a transfer notice is given, ascertain the prescribed price thereof and shall

immediately thereafter offer the shares comprised in that transfer notice to each member who at the date of the offer is registered as a holder of the same class of shares comprised in the transfer notice (other than the transferor) for purchase at the prescribed price on the terms that, in the case of competition, the shares so offered shall be sold to the persons accepting the offer in proportion (as nearly as may be and without increasing the number sold to any person beyond the number applied for by him) to their existing holdings. Every such offer shall be in writing and shall remain open for acceptance for the period ("the offer period") expiring 30 days after the ascertainment of the prescribed price.

(3) If the Company shall during the offer period find members ("the purchasers") willing to purchase any of the shares comprised in a transfer notice, the Company shall give written notice to the transferor of the name and address of each purchaser and the number of shares agreed to be purchased by him, whereupon the transferor shall be bound, upon payment of the prescribed price, to transfer to the purchasers the shares agreed to be purchased by them respectively. The sale and purchase shall be completed at a place and time (being not less than seven days nor more than 14 days after the expiry of the offer period) to be appointed by the directors.

(4) If the transferor shall fail to transfer any share which he has become bound to transfer, the directors may authorise some person to execute on his behalf a transfer of the share to the purchaser and may receive the purchase money and shall thereupon register the purchaser as the holder of the share and issue to him a certificate for the same whereupon the purchaser shall become indefeasibly entitled thereto. The transferor shall in such case be bound to deliver to the Company his certificate for such share and the Company shall on delivery of the certificate pay to the transferor the purchase money without interest and shall issue to him a certificate for the balance of any shares comprised in the certificate so delivered which the transferor has not become bound to transfer.

(5) The prescribed price for the shares comprised in a transfer notice shall be the price (if any) specified in the transfer notice by the transferor, failing which the price agreed between all the members of the Company and in default of agreement, the price certified by an independent firm of chartered accountants ("the Experts") agreed to by all the members of the Company (or, in default of agreement, nominated by the President for the time being of the Institute of Chartered Accountants). The Experts shall value the whole of the issued share capital of the Company on the basis of its open market value on the assumption of a sale on a going concern basis as between a willing vendor and a willing purchaser and the Experts shall certify the

prescribed price which shall be such proportion of the said value of the whole of the issued share capital as the number of shares to be sold bears to the total value placed on all of the shares in issue after making such adjustments as they in their absolute discretion think fit. In so certifying, the Experts shall be deemed to be acting as experts and not as arbitrators and their certificate shall be conclusive and binding on the transferor and the purchasers who shall pay the costs and expenses of such certificate in equal shares.

(6) If and to the extent that any of the shares comprised in the transfer notice are not accepted by a member or members holding shares of the same class as the shares comprised in the transfer notice within the offer period or if there are no other holders of shares of that class the directors shall (in the former case) within 7 days after the expiration of the offer and (in the latter case) immediately, offer the shares comprised in the transfer notice or so many thereof as have not been accepted as aforesaid (as the case may be) to members holding shares of the other class or classes and the provisions of paragraph (5) shall apply mutatis mutandis to such offer.

(7) If by the foregoing procedure the Company shall not during the period(s) of the aforesaid offer(s) find members willing to purchase any of the shares comprised in the transfer notice or if, through no default of the transferor, the purchase of any shares shall not be completed within 7 days after the date appointed for the purpose by the directors, the Company shall forthwith give written notice of that fact to the transferor and the transferor may at any time within 90 days after the date of the expiry of the last of the aforesaid offer(s) transfer any shares which he is not bound to transfer by the provisions of this Article or which have not been purchased within 7 days as aforesaid to any person on a bona fide sale for a price not less than the prescribed price provided that, if the directors shall so resolve, the Company may at the end of the offer period inform the transferor that the Company will, subject to and in accordance with the provisions of Chapter VII of Part V of the Act, as soon as practicable purchase such shares as are comprised in the transfer notice or which have not been purchased within seven days as aforesaid (as appropriate), at the prescribed price and such notice shall be binding upon the Company and the transferor, who shall respectively take all steps within their power in order to carry such purchase into effect.

(8) An obligation to transfer a share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.

(9) The provisions of this Article may be waived in whole or in part in any particular case with the prior written consent of all the members.

PROCEEDINGS AT GENERAL MEETINGS

9. (1) Two members present in person or by proxy shall be a quorum of which one shall be or represent a holder of any of the "A" Shares and the other shall be or represent a holder of any of the "B" Shares. Regulation 40 shall be modified accordingly.

(2) Regulation 41 shall be read as if the words "and if at any adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting, or if during a meeting a quorum ceases to be present, such adjourned meeting, shall be dissolved" were added to the end thereof.

(3) In regulation 44 the words "of the class of shares the holders of which appointed him as director" shall be substituted for the words "any class of shares in the Company".

(4) The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply.

ALTERNATE DIRECTORS

10. (1) Any director (other than an alternate director or an Additional Director) may at any time appoint any person (including another director) to be an alternate director and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected in like manner as provided in Article 11(3). The same person may be appointed as the alternate director or more than one director.

(2) The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor ceases to be a director.

(3) An alternate director shall be entitled to receive notices of meetings of the directors and of any committee of the directors of which his appointor is a member and shall be entitled to attend and vote as a director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director of the

relevant class. It shall not be necessary to give notices of meetings to an alternate director who is absent from the United Kingdom. If an alternate director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is from time to time absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. An alternate director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles.

(4) An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as an alternate director any remuneration except only 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.

(5) Regulations 65 to 69 shall not apply.

APPOINTMENT AND RETIREMENT OF DIRECTORS

11. (1) The holders of a majority of the "A" Shares shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be an "A" Director.

(2) The holders of a majority of the "B" Shares shall be entitled by notice in writing to the Company to appoint two directors and by like notice to remove any of such directors and at any time and from time to time by like notice to appoint any other person to be a director in place of a director so removed. Any director so appointed shall be a "B" Director.

(3) A notice of appointment or removal of a director pursuant to this Article shall take effect upon lodgment at the office or on delivery to a meeting of the directors or on delivery to the secretary.

(4) Every director appointed pursuant to this Article shall hold office until he is either removed in the manner provided by this Article or dies or vacates office pursuant to regulation 81 and neither the Company in general meeting

nor the directors shall have power to fill any such vacancy.

12. The directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded.

13. No director shall be appointed otherwise than as provided in these Articles. Regulations 76 to 80 shall not apply.

PENSIONS

14. The directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to officers and ex-officers (including directors and ex-directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such persons and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and/or their relations or dependants or any of them. Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this Article conferred upon the directors notwithstanding that he is or may become interested therein. Regulation 87 shall not apply.

PROCEEDINGS OF DIRECTORS

15. Except during periods when there are, for whatever reason, no "A" Directors or no "B" Directors:

(1) the quorum for the transaction of the business of the directors shall be two of whom one shall be an "A" Director and one a "B" Director; and

(2) any committee of the directors shall include at least one "A" Director and one "B" Director and the quorum for the transaction of the business of any such committee shall be two of whom one shall be an "A" Director and one a "B" Director.

For the purpose of determining whether the quorum for the transaction of the business of the directors exists:

(a) in the case of a resolution agreed by directors in telephonic communication, all such directors shall be counted in the quorum;

(b) in the case of a meeting of directors, in addition to the directors present at the meeting, any director in telephonic communication with such meeting shall be counted in the quorum.

In the event that at any duly convened meeting of the directors or of any committee of the directors the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be 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 an "A" Director and a "B" Director may agree in writing) and at such adjourned meeting the quorum shall be any two directors.

16. The chairman of any meeting of the directors or of any committee of the directors shall not be entitled to a second or casting vote. Regulation 88 shall be modified accordingly.

17. Any director (including an alternate director) may participate in a meeting of the directors or a committee of Directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

18. A director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the board of directors for consideration and may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 97 shall not apply.

BORROWING POWERS

19. The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles 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.

INDEMNITY AND INSURANCE

20. (1) Subject to the provisions of and so far as may be permitted by law, every director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.

(2) The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.