

Registered Number: 4007855

THE COMPANIES ACTS 1985 to 1989

INTELLIGENT PROCESSING SOLUTIONS LIMITED
(the "Company")

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

IN WRITING

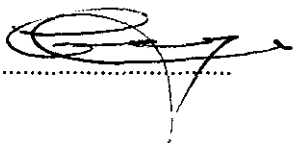
In accordance with article 11 of the Company's articles of association, we, all the members of the Company who would, at the date of this resolution, have been entitled to vote upon it if it had been proposed at a general meeting at which we were present RESOLVE in writing as follows:

SPECIAL RESOLUTION

THAT the regulations contained in the document attached (for the purpose of identification marked "A") be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

The date of the resolution is the latest of the dates set out below.

Signed



Date.....


20 JANUARY 2006

CHRISTOPHER LESLIE RICHARD ROOYER

(name)

for and on behalf of Barclays Bank PLC

Signed



Date.....

20 JANUARY 2006

CHRISTOPHER PHILIP MCKAY WILLS

(name)

for and on behalf of HSBC Bank plc



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COMPANIES HOUSE

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01/02/2006

Signed CMW

Date 20 JANUARY 2006

CHRISTOPHER M WISCARSON

(name)

for and on behalf of Lloyds TSB Bank plc

Signed [Signature]

Date 20 JANUARY 2006

MICHAEL MCCLUTCHEDN

(name)

for and on behalf of Unisys Limited

Company number 4007855

A

THE COMPANIES ACT 1985
A PRIVATE COMPANY LIMITED BY SHARES
NEW
ARTICLES ASSOCIATION
OF
INTELLIGENT PROCESSING SOLUTIONS LIMITED
(adopted by special resolution passed on ^{20th} ~~12~~ January 2006)

PRELIMINARY

1. Except as otherwise provided in these articles, the regulations contained in Table A shall apply to the Company. For the purposes of these articles, Table A means 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.
- 2.1 In these articles, unless the contrary intention appears:
 - (a) the **"Act"** means the Companies Act 1985 including any statutory modification or re-enactment of it for the time being in force;
 - (b) the **"Statutes"** means the Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Act;
 - (c) **"FSA"** means Financial Services Authority;
 - (d) **"Fair Price"** means the price which an independent accountant appointed by the members of the Company, states in writing to be in his opinion the fair value of the shares on a sale as between a willing seller and a willing purchaser (taking no account of whether the shares do or do not carry, or result in the transferee obtaining, control of, or an ability to block resolutions of, the Company) and, if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so. The independent accountant (whose charges shall be borne by the members equally) shall act as an expert and not as an arbitrator and his decision shall be final and binding on the parties. In the event that the members of the Company fail to agree on the appointment of an independent accountant with 14 days of a request to do so by the directors, he shall be appointed upon the application of the directors by the President at that time of the Institute of Chartered Accountants;
 - (e) **"Holding Company"** has the meaning given in section 736 of the Act;
 - (f) **"Intra Group Transfer"** means any transfer by a member of its shares to any member of its Wholly Owned Group which in the reasonable opinion of the other members is, in all material respects, of a satisfactory financial standing;

- (g) **"Transfer Notice"** means a notice given or deemed to have been given in accordance with articles 4, 5 and 6;
- (h) **"Ultimate Holding Company"** means a Holding Company which is not also a Subsidiary;
- (i) **"Wholly Owned Group"** means a body corporate and any Holding Company of which it is a Wholly-Owned Subsidiary and any other Wholly-Owned Subsidiaries of that Holding Company (including any Wholly-Owned Subsidiary of that body corporate);
- (j) **"Wholly-Owned Subsidiary"** means a company which has no members except its Holding Company and that Holding Company's Wholly-Owned Subsidiaries or persons acting on behalf of its Holding Company or its Wholly-Owned Subsidiaries;
- (k) words importing the singular member include the plural number and vice versa words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations.

2.2 Headings to these articles are inserted for convenience only and shall not affect construction.

SHARE CAPITAL.

- 3.1 The authorised share capital of the Company at the date of adoption of these articles is £200 divided into 200 ordinary shares of £1 each.
- 3.2 Section 89(1) of the Act (which regulates the power to allot equity securities, as defined in section 94 of the Act) is excluded.

TRANSFER OF SHARES

- 4.1 Except as provided in this article and in articles 5 and 6 or as otherwise agreed by all of the members no member shall be entitled to dispose of, assign, pledge, grant any security interest over or hold as trustee for any party any interest in any of his shares.
- 4.2 If a member at any time attempts to deal with or dispose of, assign, pledge or grant any security interest over or hold as trustee for any party any interest in a share otherwise than in accordance with this article or articles 5 or 6, he shall be deemed immediately before the attempt to have served the Company with a Transfer Notice in respect of the share. The Transfer Notice shall be deemed to have been served on the Company on the date on which the directors receive actual notice of the attempt.
- 4.3 The restrictions on transfer contained in this article shall apply to all transfers and transmissions operating by law or otherwise.
- 5.1 A corporate member may transfer all its shares in the Company to another member of its Wholly-Owned Group that is, in the reasonable opinion of the other members, in all material respects of a satisfactory financial standing.
- 5.2 If a corporate member holding shares transferred to it under article 5.1 ceases to be a member of the same Wholly-Owned Group as the corporate member who originally held

those shares, the corporate member then holding those shares shall without delay notify the Company that such event has occurred and shall serve a Transfer Notice in respect of those shares and, if the corporate member fails to serve a Transfer Notice, it shall be deemed immediately following such event to have served the Company with a Transfer Notice in respect of those shares and the provisions of article 4.2 shall apply mutatis mutandis.

- 5.3 In the event that any member or its Ultimate Holding Company becomes unable to pay its debts as they fall due or an order is made or a resolution passed for the liquidation, administration, winding-up or dissolution of any member or its Ultimate Holding Company (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer is appointed over all or any substantial part of the assets of any member or its Ultimate Holding Company or any member or its Ultimate Holding Company enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction, then:
- 5.3.1 If the event in question has occurred in respect of the member, it shall be obliged to transfer all of the shares held by it to a Wholly-Owned Subsidiary of its Ultimate Holding Company; and
- 5.3.2 In any other case, or failing such transfer, the member in question shall be deemed to have served a Transfer Notice in respect of all the shares held by it.
- 5.4 If a Transfer Notice is deemed to have been served on the Company under article 4, 5.2 or 5.3, the provisions of article 6 shall apply to the shares. The Fair Price shall be ascertained as at the date on which the Transfer Notice is deemed to have been served on the Company and by reference to the information available at that date. The directors shall give notice as soon as the Fair Price is ascertained which shall be deemed to be the Specified Price for the purposes of article 6.3.
- 6.1 In all cases other than Intra Group Transfers, the relevant member shall first offer its shares for transfer to the other holders of shares in the Company. The offer shall be in respect of all of the shares held by the relevant member and shall be deemed to have been made by the relevant member serving notice on the Company in accordance with article 6.3.
- 6.2 Any other holder of shares may veto the sale of a relevant member's shares to any third party if any holder of shares is notified by the FSA that the third party is unacceptable to the FSA.
- 6.3 The Transfer Notice shall specify the shares offered (the **"Offered Shares"**) and the price at which they are offered (the **"Specified Price"**). If the relevant member has already found a third party purchaser for such shares then the Transfer Notice shall also specify the identity of the proposed transferee and the proposed terms and conditions of such transfer. The Transfer Notice shall constitute the Company the agent of the relevant member for the sale of the Offered Shares to other holders of shares whether or not of the same class. The Transfer Notice shall contain a provision that, unless all the Offered Shares are sold under this article, none shall be sold. The Transfer Notice may not be revoked without the consent of the directors.

- 6.4 On receipt by the Company of the Transfer Notice the directors shall as soon as practicable give notice to all the holders of shares whether or not of the same class as the Offered Shares (other than the relevant member) of the particulars of the Offered Shares and the Specified Price and, where relevant, the identity of the particulars of the Offered Shares and the Specified Price (and, where relevant, the identity of the proposed transferee and the proposed terms and conditions of such transfer). Each of the holders may, on receipt of the notice, notify the Company whilst the offer remains open whether, pro rata to his existing holder of shares, he is willing to purchase any, and if so what maximum number, of the Offered Shares. The directors shall at the same time give a copy of the notice to the relevant member. The offer shall remain open for a period of 30 days from the date of the Notice given by the directors under this paragraph.
- 6.5 On the expiry of the offer period referred to in article 6.4 the directors shall allocate the offered Shares to those holders who have notified the Company of their willingness to purchase them. In the event that a holder does not notify the Company or only offers to purchase part and not all of its pro rata entitlement to such Offered Shares the other holders may, if they so wish, be allocated the Offered Shares pro rata which have not been accepted and not just their pro rata entitlement. No allocation of the Offered Shares shall be made under this paragraph unless all of the Offered Shares are allocated.
- 6.6 On the allocation being made, the directors shall give notice of the allocation to the relevant member and to each holder who notified his willingness to purchase and, within 60 days after notice of the allocation is given, the holders to whom the allocation has been made shall be bound to pay the purchase price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the relevant member shall be bound, on payment of the purchase price, to transfer the Offered Shares to the respective purchasers.
- 6.7 If after becoming bound to transfer any Offered Shares the relevant member fails to do so, the Company may receive the purchase price and the directors may appoint a person to execute an instrument of transfer of those Offered Shares in favour of the purchaser and shall cause the name of the purchaser to be entered in the register of members of the Company as the holder of those Offered Shares and the Company shall hold the purchase price in trust for the relevant member. The receipt of the Company shall be a good discharge to the purchaser and, after his name has been entered in the register of members of the Company under this provision, the validity of the proceedings shall not be questioned by any person.
- 6.8 Unless, within a period of seven days after the expiry of the offer period referred to in article 6.4, all of the Offered Shares are allocated under article 6.5, the relevant member may (subject to the provisions of articles 6.2 and 7) at any time within a period of 60 days after the expiry of that period transfer all (but not some only) of the Offered Shares to any third party and at any price (being not less than the Specified Price) provided that:
- 6.8.1 no transfer of any Offered Shares shall be made under this paragraph unless all of such Offered Shares are transferred; and
- 6.8.2 the directors may require to be satisfied that such Offered Shares are to be transferred under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the directors' absolute discretion to refuse to register any transfer of shares under article 7).

- 7.1 The directors may, in their absolute discretion and without assigning any reason, refuse to register any proposed transfer of a share, whether or not it is a fully paid share. Without limiting the foregoing provision the directors may require, as a condition of registering any proposed transfer of a share, that the transferee shall first agree to be bound by the terms of any agreement applying between members of the Company relating to the Company.
- 7.2 The directors may also refuse to register a transfer of a share on which the Company has a lien.
- 7.3 A person executing an instrument of transfer of a share is deemed to remain the holder of the share until the name of the transferee is entered in the register of members of the Company in respect of it.
- 7.4 The first sentence of regulation 24 of Table A shall not apply.

GENERAL MEETINGS

8. A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be amended accordingly.
9. The chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 50 of Table A shall not apply.
- 10.1 A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:
- 10.1.1 to hear each of the other participating members addressing the meeting; and
- 10.1.2 if he so wishes, to address all of the other participating members simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.
- 10.2 A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
- 10.3 A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains. Regulation 46 of Table A shall be amended accordingly.
- 10.4 References in this article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.

SHAREHOLDERS' RESOLUTIONS

11. A resolution in writing signed or approved by letter or facsimile by or on behalf of all the members of the Company who would be entitled to vote on it if it had been proposed at a general meeting or at a meeting of any class of members of the Company shall be as valid

and effectual is if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held. The resolution may be contained in one document or in several documents in like form each stating the terms of the resolution accurately and signed by or on behalf of one or more of the members. This article is in addition to, and not limited by, the provisions in sections 381A, 381B and 381C of the Act. Regulation 53 of Table A shall not apply.

VOTES OF MEMBERS

- 12.1 A proxy appointed by a member of the Company under section 372 of the Act may vote on a show of hands as well as on a poll, but no person present shall be entitled to more than one vote on a show of hands. Regulation 54 of Table A shall be amended accordingly.
- 12.2 The instrument appointing a proxy and any authority under which it is executed (or such copy of the instrument or the authority or both as the directors may approve) may be deposited at the place where the meeting or adjourned meeting is to be held at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. This provision is in addition and without prejudice to the provisions of paragraphs (a), (b) and (c) of regulation 62 of Table A and the last provision of Regulation 62 shall be amended accordingly.

DIRECTORS

- 13.1 There shall be not more than seven directors.
- 13.2 The Board shall be made up as follows:
- 13.2.1 Barclays Bank plc ("**Barclays**") or the subsequent holder of its shares from time to time shall be entitled to appoint one director;
- 13.2.2 HSBC Bank plc ("**HSBC**") or the subsequent holder of its shares from time to time shall be entitled to appoint one director;
- 13.2.3 Lloyds TSB Bank plc ("**Lloyds TSB**") or the subsequent holder of its Shares from time to time shall be entitled to appoint one director;
- 13.2.4 Unisys Limited ("**Unisys**") or the subsequent holder of its Shares from time to time shall be entitled to appoint three directors; and
- 13.2.5 a chairperson shall be appointed by Unisys as a director in accordance with Article 13.4 (the "**Chair**");
- and no other person shall be appointed to the Board.
- 13.3 The right to appoint a Barclays, HSBC, Lloyds TSB or Unisys Director:
- 13.3.1 Shall be exercised by the relevant member giving notice to the Company and each other member.
- 13.3.2 Shall include a right for the relevant member to remove such a director by giving notice to that effect to the Company and each other member.
- 13.4 In the event of any vacancy for the Chair arising the following procedure shall apply:

- 13.4.1 No person shall be appointed as Chair unless that person is qualified and would not, on taking up that position, have any conflict of interest. For the purposes of this Article 13.4.1, "qualified" means a person who by virtue of experience appears capable of discharging the function of board-of-directors chairperson.
- 13.4.2 Unisys or the subsequent holder of its shares from time to time will have the right to appoint any person satisfying Article 13.4.1 above to be Chair (whether or not nominated by Barclays, HSBC or Lloyds TSB or the subsequent holder of the shares of each of them from time to time) by giving notice to the Company and each other member, provided that this right shall be subject to the consent of each of Barclays, HSBC or Lloyds TSB or the subsequent holder of the shares of each of them from time to time (such consent not to be unreasonably withheld).
- 13.4.3 Any of Barclays, HSBC or Lloyds TSB (or the subsequent holder of the shares of each of them from time to time) may nominate candidates for the Chair position, and Unisys shall, in making its appointment, consider any nominees put forward reasonably promptly by any of them.
- 13.5 Unisys or the subsequent holder of its shares from time to time shall have the right to remove the Chair by giving notice to that effect to the Company and each other member subject to the consent of each of Barclays, HSBC or Lloyds TSB (or the subsequent holder of the shares of each of them from time to time) (such consent not to be unreasonably withheld).
- 13.6 Any notice under Articles 13.3 to 13.5 shall take effect on and from the date on which the note of appointment or removal is lodged at the registered office of the Company or, if earlier, produced at a meeting of the directors.
- 13.7 The directors shall not be subject to retirement by rotation and Regulations 73 to 80 (inclusive) of Table A shall not apply.
- 13.8 No director shall vacate his office or be ineligible for re-appointment as a director, nor shall any person be ineligible for appointment as a director, by reason only of his having attained a particular age.
- 13.9 No special notice is required of any resolution appointing or approving the appointment of such a director nor is any notice required to state the age of the person to whom the resolution relates.

ALTERNATE DIRECTORS

- 14.1 Any director (other than an alternate director) may appoint any person to act as an alternate director and may remove from office an alternate director so appointed by him. Regulation 65 of Table A shall not apply.
- 14.2 An alternate director shall be entitled to receive notice of all meetings of directors, to attend and to vote at any such meeting at which the director appointing him is not personally present and at that meeting to exercise and discharge all the functions, powers and duties of his appointor as a director; and for the purposes of the proceedings at that meeting the provisions of these articles shall apply as if he was a director. Regulation 66 of Table A shall not apply.

- 14.3 Every person acting as an alternate director shall have the votes of each director for whom he acts as alternate, in addition to his own votes if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present. The last sentence of each of Regulations 88 and 89 of Table A shall not apply.
- 14.4 Any person appointed as an alternate director shall vacate his office as an alternate director if the director by whom he has been appointed ceases to be a director or removes him or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office. Regulation 67 of Table A shall not apply.
- 14.5 An alternate director shall be responsible to the Company alone for his acts and defaults and shall not be deemed to be the agent of the director appointing him. Regulation 69 of Table A shall not apply.

POWERS OF DIRECTORS

- 15.1 The powers of the directors mentioned in Regulation 87 of Table A shall be exercisable as if the word "executive" (which appears before the word "office") were deleted.
- 15.2 Without prejudice to any other of their powers, the directors may exercise any of the powers conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.

PROCEEDINGS OF DIRECTORS

16. Provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may vote as a director on a resolution concerning any matter in which he has, directly or indirectly, an interest or duty arising out of his employment and which conflicts or may conflict with the interests of the Company and, if he votes, his vote shall be counted and he shall be counted in the quorum when that resolution or matter is under consideration. Regulations 94 to 96 (inclusive) of Table A shall not apply.
- 17.1 Notices of meetings of the directors shall be given to all directors and to any alternate directors appointed by them.
- 17.2 The following decisions at a meeting of the directors shall require the unanimous approval of the board, and accordingly a resolution in relation to any such matter which is not supported by the votes of the entire board shall be ineffective:
- 17.2.1 The appointment of the chief executive officer of the Company (the "CEO");
 - 17.2.2 The removal of the CEO;
 - 17.2.3 The approval of the initial appointment by the CEO of an executive management team of the Company;
 - 17.2.4 The approval of the appointment by the CEO of new members of the executive management team; and
 - 17.2.5 Any decision equivalent to any of those at Articles 17.2.1 to 17.2.4 above in relation to any Subsidiary of the Company.

- 17.3 Regulation 88 of Table A shall be amended accordingly.
- 18.1 The quorum for a meeting of the directors shall be four directors (or as the members shall otherwise unanimously agree in writing) or their alternates. The first sentence of Regulation 89 of Table A shall not apply.
- 18.2 Each director (or, in his absence, his alternate) shall have one vote at any meeting of the directors.
- 18.3 In the case of an equality of votes at any meeting of the directors, the chairman of the meeting shall not have a second or casting vote. Regulation 88 of Table A shall be amended accordingly.
19. Regulation 93 of Table A (written resolutions of directors) shall apply as if the words "or approved by letter or facsimile" were inserted after the word "signed" in all places where that word appears.
- 20.1 A meeting of the directors may consist of a conference between directors or their alternates some or all of whom are in different places provided that each director who participates is able:
- 20.1.1 to hear each of the other persons participating in the meeting; and
- 20.1.2 if he so wishes, to address all of the other participating persons simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.
- 20.2 A meeting held in this way is deemed to take place at the place where the largest group of participating directors or their alternates is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

EXECUTIVE DIRECTORS

- 21.1 The directors shall not appoint any of their number to any executive office in the Company and no director shall receive any remuneration from the Company other than his remuneration (if any) as a director.
- 21.2 Regulation 84 of Table A shall not apply.

SEAL

- 22.1 The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the directors.
- 22.2 The directors shall provide for the safe custody of every seal that the Company may have.
- 22.3 A seal shall be used only by the authority of the directors or a duly authorised committee but that authority may consist of an instruction or approval given by letter, facsimile or telephone by a majority of the directors or of the members of a duly authorised committee.

- 22.4 The directors may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.
- 22.5 Unless otherwise decided by the directors:
- 22.5.1 certificates for shares, debentures or other securities of the Company to which a seal is applied need not be signed; and
- 22.5.2 every other instrument to which a seal is applied shall be signed by at least one director and the secretary or by at least two directors.
- 22.6 Certificates for shares, debentures or other securities of the Company need not be sealed with the seal but may be signed on behalf of the Company by at least one director and the secretary or by at least two directors or by such other person or persons as may be authorised by the directors for that purpose. Regulation 6 of Table A shall be amended accordingly. Regulation 101 of Table A shall not apply.

NOTICES

- 23.1 The Company may give any notice to a member either personally or by sending it by prepaid first class post or facsimile transmission (as long as it can demonstrate confirmation of the facsimile transmission) to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.
- 23.2 Regulation 112 of Table A shall not apply and Regulation 116 shall apply as if the words "within the United Kingdom" did not appear.
- 24.1 Proof that:
- 24.1.1 an envelope containing a notice was properly addressed, prepaid and posted (by airmail or first class post, where available); or
- 24.1.2 a facsimile transmission setting out the terms of a notice was properly addressed and despatched
- shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiry of 24 hours after the envelope containing it was posted or, in the case of facsimile transmission, when dispatched.
- 24.2 Regulation 115 of Table A shall not apply.

INDEMNITY

- 25.1 Subject to the provisions of and to the extent permitted by the Statutes, every director or other officer (excluding an auditor) of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, but:

- 25.1.1 this indemnity shall not apply to any liability to the extent that it is recovered from any other person; and
- 25.1.2 the indemnity is subject to such officer taking all reasonable steps to effect such recovery, so that the indemnity shall not apply to the extent that an alternative right of recovery is capable of being enforced.
- 25.2 Regulation 118 of Table A shall not apply.

DIVIDENDS

- 26. No dividends shall be paid on any share in respect of which only an undertaking to pay in respect of such shares has been received by the Company. Regulation 104 of Table A shall be amended accordingly.