

THE COMPANIES ACT 1985 (AS AMENDED)

COMPANY LIMITED BY SHARES



WRITTEN RESOLUTION

OF

SOFTWRIGHT HOLDINGS LIMITED

I, the undersigned, being the sole member of the Company entitled to attend and vote at an extraordinary general meeting of the Company resolve that by written resolution in accordance with section 381A of the Companies Act, 1985 the following resolutions were passed by the Company:

RESOLUTIONS

- 12
- 1 That the 100 ordinary shares of £1.00 representing the authorised share capital of the Company be converted into 10,000 ordinary shares of 1p each.
 - 2 That the authorised share capital be increased from £100 to £800.25 by the creation of 70,025 shares of 1p each, such shares having the rights and restrictions attaching under the new Articles of Association of the Company adopted pursuant to paragraph 3 of this resolution.
 - 3 That, pursuant to section 80 of the Companies Act 1985 (the "Act") the directors be and they are hereby authorised generally and unconditionally to allot relevant securities (as defined in Section 80(2) of the Act) up to a nominal amount of £800.25 provided that this authority, unless renewed, shall expire on the date 5 years from the date on which this resolution is passed so that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot the relevant securities in pursuance of such offer or agreement as though the authority conferred by this resolution had not expired.
 - 1 4 That the Articles of Association in the form attached to this resolution be adopted in substitution for the existing Articles of Association of the Company.

Dated 11th May 2001

A handwritten signature, appearing to read "D. Wright", is written over a dotted line.

Douglas Wright

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
SOFTWRIGHT HOLDINGS LIMITED

(ADOPTED ON 11 MAY 2001)

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

"Acting in Concert" has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed at the date of adoption of these Articles;

"the Act" means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force;

"Change of Control" means the acquisition by any person of any interest in any Shares if, upon completion of that acquisition such person, together with persons Acting in Concert or Connected With them, would hold more than 50% of the Shares;

"Connected With" has the meaning ascribed to it in section 839 of the Income Corporation Taxes Act 1988;

"Group" means the Company and all of its subsidiaries and any holding company from time to time (as defined in section 736 of the Act);

"Permitted Transfer" means a transfer of Shares which is permitted by Article 9.3;

"Shares" means the ordinary shares of 1p each in the Company;

"Table A" means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000.

- 1.2 These Articles and the regulations of Table A (subject to any modifications set out in these Articles) shall constitute the Articles of Association of the Company.
- 1.3 References in these Articles to "regulations" are to regulations in Table A and references to an Article by number are to the particular article of these Articles.
- 1.4 In these Articles, words importing a gender include every gender and references to persons shall include bodies corporate, and incorporated associations and partnerships.
- 1.5 Words and expressions defined in or for the purposes of the Act or Table A shall, unless the context otherwise requires, have the same meanings in these Articles.
- 1.6 Words and expressions defined elsewhere in these Articles shall bear the meanings thereby ascribed to them.
- 1.7 The headings in these Articles shall not affect their construction or interpretation.

2 SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these Articles is £800.25 divided into 80,025 ordinary shares of 1p each.

3 CALLS

The liability to any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 the words "and all expense that may have been incurred by the Company by reason of non-payment of the call".

4 CLASS RIGHTS

Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class of shares may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of 75% of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of that class, but not otherwise. The provisions

of these Articles relating to general meetings shall apply to such a class meeting, modified so far as necessary *mutatis mutandis*.

5 ISSUE OF SHARES

5.1 Subject to Section 80 of the Act and Article 5.2, all unissued Shares in the Company shall be under the control of the directors and the directors may offer allot, grant options, or otherwise deal with or dispose of unissued shares in the Company to such persons and generally on such terms, in such manner and at such time as they may determine.

5.2 Section 89(1) of the Act shall not apply to the Company.

6 LIEN

The lien conferred by regulation 8 shall attach also to fully paid Shares, and the Company shall also have a first and paramount lien on all Shares, whether fully paid or not, registered in the name of any member, whether he is the sole registered holder or one of two or more joint holders, for all money presently payable by him or his estate to the Company. Regulation 8 shall be modified accordingly.

7 SHARE CERTIFICATES

Regulation 6 of Table A shall apply subject to the addition of the words "or otherwise executed by or on behalf of the Company" after the words "sealed with the seal" in the second sentence thereof.

8 PURCHASE OF OWN SHARES

Subject to the Act the Company may enter into any contract for the purchase of all or any of its shares of any class and any contract under which it may, subject to any conditions, become entitled or obliged to purchase all or any of such shares and may make payments in respect of the redemption or purchase of such shares otherwise than out of distributable profits or the proceeds of a fresh issue of shares. Every contract entered into pursuant to this Article shall be authorised by such resolution of the Company as may for the time being be required by law but, subject to such resolution, the directors shall have full power to determine or approve the terms of any such contract. Neither the Company nor the directors shall be required to select the shares in question rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred on any class of shares. Subject to the Act, the Company may agree to the variation of any contract entered into pursuant to this Article and to release any of its rights or obligations under any such contract. Notwithstanding anything to the contrary contained

in these Articles, the rights attaching to any class of shares shall not be deemed to be varied by the Company pursuant to this Article. Regulation 35 shall not apply to the Company.

9 TRANSFER OF SHARES

9.1 The directors shall not register the transfer of any Share or any interest in any Share unless the transfer:

- (a) is a Permitted Transfer; or
- (b) is made in accordance with this Article 9.

For the purpose of ensuring that a particular transfer of Shares is permitted under the provisions of these Articles, whether as a Permitted Transfer or otherwise, the directors may request 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 reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors that the transfer is permitted by these Articles, the directors shall, within a period of 28 days after such request, be entitled to refuse to register the transfer in question.

9.2 For the purposes of this Article 9:

- (a) "Privileged Relation" means, in relation to a member, the spouse, widow or widower of the member and the member's children or grandchildren (including step and adopted children and grandchildren and their issue and step and adopted children of the member's children);
- (b) "Family Trust" means, in relation to a member, a trust under which there is no immediate beneficial interest vested in any party other than the member and his Privileged Relations and under which no power of control is capable of being exercised over the votes of any Shares which are the subject of the trust by any person other than the trustees of such member or his Privileged Relations;
- (c) "Settlor" includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased member.

9.3 The directors shall, subject to the provisions of Article 9.1, register a transfer of any Share:

- (a) by a member to a Privileged Relation (unless the Shares were acquired by that member by way of previous Permitted Transfer);
- (b) by a member to trustees to be held on the terms of a Family Trust;
- (c) from trustees of a Family Trust to other trustees of that trust;
- (d) by the trustees of a Family Trust to a Privileged Relation of the Settlor; or
- (e) made pursuant to Article 9.4.

9.4 If any person who has acquired Shares from a member pursuant to a Permitted Transfer ceases to bear the relationship to that member by which the transfer qualified as a Permitted Transfer, that person shall forthwith transfer the relevant Shares back to that member for such consideration as they may agree or, in default of agreement within 28 days of the cessation, for the consideration for which that person acquired them.

9.5 Save in respect of a Permitted Transfer, any member who intends to transfer any Shares in the Company (a "Transferor") shall give notice in writing to the directors of such intention (a "Transfer Notice"). A Transfer Notice shall specify the number of Shares which the Transferor wishes to transfer (the "Transfer Shares") and the identity of the person to whom he wishes to transfer them and the price per Share at which they are to be transferred. A Transfer Notice shall constitute the directors as the agent of the Transferor for the sale of the Transfer Shares to any person to whom they are allocated pursuant to the provisions of these Articles. A Transfer Notice may contain a provision that, unless buyers can be found for all of the Transfer Shares, the Transfer Notice shall be withdrawn (an "Entire Shareholding Condition").

9.6 The Transfer Shares shall first be offered for sale to the members holding Shares as at the date of the Transfer Notice (other than the Transferor and persons to whom the Transferor has transferred Shares by way of a Permitted Transfer) (the "Offerees") within seven days after the service of the relevant Transfer Notice by the giving of notice (the "Offer Notice") to the Offerees incorporating a copy of the relevant Transfer Notice and inviting each of the Offerees to state in writing within 21 days from the date of the Offer Notice whether he is willing to purchase any, and if so what maximum number, of the Transfer Shares. At the expiration of the said 21-day period the directors shall allocate such of the Transfer Shares as the Offerees may have expressed a willingness to purchase to or amongst such of the Offerees and (if more than one) so far as may be pro rata according to the number of Shares held by them at the date of the Transfer Notice bears to the number of Shares of that class then in issue or, if any of the Offerees have applied for a lesser number, pro rata according to such lesser number.

- 9.7 No Offeree shall be allocated more than the maximum number of Transfer Shares that he indicated to the Company that he was willing to purchase. An allocation of Transfer Shares made to a member by the directors pursuant to this Article 9 shall constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Transfer Shares on the terms of the relevant Offer Notice. Where the Transfer Notice contains an Entire Shareholding Condition, no allocations of shares shall take effect until it is satisfied.
- 9.8 Forthwith upon the directors allocating any Transfer Shares pursuant to the preceding articles and such allocation becoming effective, they shall give notice in writing (a "Sale Notice") to the Transferor and to each person to whom the Transfer Shares have been so allocated of the number of the Transfer Shares allocated to each person and the price per Share payable therefore. Completion of the sale and purchase of those Transfer Shares in accordance with the Sale Notices shall take place 14 days after the date of the Sale Notices whereupon the Transferor shall, upon payment of the price due in respect thereof, transfer those Transfer Shares specified in the Sale Notices to the person to whom they have been allocated and deliver the relevant share certificates to him. If in any case a Transferor makes default in transferring any Shares in accordance with a Sale Notice, the Company may receive the purchase money on his behalf and may authorise some person to execute a transfer of such Shares in favour of the persons to whom they have been allocated. The receipt of the Company for the purchase money shall be a good discharge to the purchaser. The Company shall pay the purchase money into a separate bank account but shall not be liable to account to the Transferor for interest on that money.
- 9.9 If the directors shall not have given a Sale Notice to the Transferor in respect of all the Shares comprised in any Transfer Notice prior to the expiry of 30 days after the service of the relevant Transfer Notice the Transferor shall, during the period of 30 days next following the expiry of that period, be at liberty, subject to the next article, to transfer all or any of the Shares for which a Sale Notice has not been so given to the person who is specified in the Transfer Notice as the person to whom he had intended to transfer Shares on the same terms as specified in the Transfer Notice.
- 9.10 Notwithstanding the provisions of this Article 9, the directors may decline to register any transfer or transmission which would otherwise be permitted hereunder if it is a transfer of a Share on which the Company has a lien. The first sentence of regulation 24 shall not apply and the words "they may also" shall be deleted from the second sentence of it and replaced by the words "The directors may".

10 DEEMED TRANSFER NOTICES

10.1 In the event of:

- (a) the bankruptcy of a member (in the case of an individual);
- (b) a member who is employed by the Company or any of its subsidiaries ceasing to be employed for any reason; or
- (c) the death of a member (in the case of an individual).

then that member shall be deemed to have served a Transfer Notice (as defined in Article 9), without an Entire Shareholding Condition, in respect of all the Shares in the Company held by him at the date of the relevant event.

10.2 Where a Transfer Notice is deemed given by a member under Article 10.1 a Transfer Notice shall also be deemed to have been given in the same terms and manner:

- (a) by personal representatives or trustee in bankruptcy in respect of all the Shares in the Company held by them at the date of the relevant event; and
- (b) by each Privileged Relation of that member and each Trustee of a Family Trust for that member in respect of all the Shares in the Company held by them at the date of the relevant event and by any other person in respect of Shares held by him at the date of the relevant event which he acquired by one or more transfers which were Permitted Transfers.

10.3 The provisions of Article 9 shall apply to a Transfer Notice deemed given under Article 10.1 save that:

- (a) subject to Regulation 10.3(f) the directors and the Transferor shall endeavour to agree the fair value of the Transfer Shares at the date of the Transfer Notice;
- (b) failing such agreement within 28 days of the date of the event giving rise to the Transfer Notice, the directors and the Transferor shall refer the question to an independent chartered accountant whose identity is agreed between them or, failing agreement within a further period of 14 days, as appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either party;
- (c) the fair value shall be determined on the bases that the Group will continue as a going concern, that there will be no discount to reflect, if it be the case, that the

Transfer Shares represent a minority holding and that the Transfer Shares are to be sold on the open market between a willing buyer and a willing seller;

- (d) the independent chartered accountant shall act as an expert and not as an arbitrator in reporting on the fair value and his costs shall be borne as he may direct;
- (e) the fair value so determined shall be deemed to have been specified in the Transfer Notice as the fair value of the Transfer Shares and the date of such agreement or determination shall be deemed to be the date of the Transfer Notice;
- (f) where a deemed Transfer Notice is deemed to be served before 1st May 2004 then the fair value of the Transfer Shares shall not in any event exceed the amount paid up or credited as paid up on the Transfer Share (inclusive of any share premium); and
- (g) Article 9.9 shall not apply.

10.4 Regulations 29 to 31 shall apply accordingly.

10.5 If any PAYE or National Insurance contribution (or any similar or substituted tax) liability and/or related interest penalties, fines, costs and expenses (together "Employee Related Tax Liability") becomes payable by the Company and/or any subsidiary thereof by reference to any shares held or disposed of by any member (even if the employee director or former employee or director of the Company or other relevant Group member by reference to which the relevant Employee Related Tax Liability arises or arose is a person other than that member) the member concerned shall be liable on demand by the Company and without right or reimbursement from the Group to make payment to the Company of such amount as on an after tax basis will meet the Employee Related Tax Liability concerned and the lien referred to in article 6 shall extend, as security for any such amount payable to the shares concerned and to any proceeds of sale or other disposal thereof.

11 PROCEEDINGS AT GENERAL MEETINGS

11.1 Any member having the right to vote at the meeting may demand a poll at a general meeting. Regulation 46 shall be modified accordingly.

11.2 The chairman shall not be entitled to exercise any second or casting vote. Regulation 50 shall not apply.

- 11.3** On a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative not being himself a member entitled to vote, shall have one vote and, on a poll, every member shall have one vote for every Share of which he is the holder.

12 REMOVAL OF DIRECTORS

- 12.1** Any member holding, or any members together holding, Shares carrying more than one half of the votes which may for the time being be cast at a general meeting of the Company may at any time and from time to time;

12.1.1 Appoint any person to be a director (whether to fill a vacancy or as an additional director).

12.1.2 Remove from office any director howsoever appointed but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed to be an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.

- 12.2.** Any such appointment or removal shall be in writing served on the Company and signed by the member or members.

- 12.3** To the extent of any inconsistency this Article 12 shall have overriding effects as against all other provisions of these articles.

13 ALTERNATE DIRECTORS

Regulation 66 shall be amended by the insertion between the words "shall" and "be" of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)".

14 APPOINTMENT AND RETIREMENT OF DIRECTORS

The directors shall not be required to retire by rotation. Regulations 67 and 78 shall be modified accordingly. Regulation 73 to 77 inclusive, the second and third sentences of regulation 79 and the last sentence of regulation 84 shall not apply to the Company.

15 PROCEEDINGS OF DIRECTORS

- 15.1** The quorum for the transaction of business of the directors shall be two. The first sentence of regulation 89 shall not apply.
- 15.2** A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the directors or of any committee of the directors in accordance with that section. Subject to such disclosure a director may be counted in the quorum of and vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interest of the Company. Regulations 94 and 95 shall not apply.
- 15.3** The directors, and any committee of the directors, shall be deemed to meet together if, being in separate locations, they are nonetheless linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other, and a quorum in that event shall be two persons so linked. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.
- 15.4** Directors who are absent from the United Kingdom shall be entitled to the same notice of all meetings of the directors as directors not so absent and the third sentence of Regulation 88 shall not apply. If a director who is absent from the United Kingdom does not advise the Company in writing of his overseas address, notice to his usual address in the United Kingdom shall be deemed sufficient notice for the purposes of this Article.

16 INDEMNITY

Subject to the provisions of the Act, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, 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. Regulation 118 shall be extended accordingly.

17 NOTICES

A member whose registered address is not within the United Kingdom shall be entitled to have notices sent to him as if he were a member with a registered address within the United Kingdom and the last sentence of Regulation 112 shall not apply.

18 CHANGE OF CONTROL

18.1 Notwithstanding any other provision in these Articles no sale or transfer or other disposition of any interest in any Share (the "Specified Shares") shall have any effect, if it would result in a Change of Control unless:

- (a) before the transfer is lodged for registration the proposed transferee has made a bona fide offer in accordance with this Article to purchase at the specified price (defined in Article 18.3) all the Shares;
- (b) the transferee or transferees are independent third parties acting in good faith.

18.2 An offer made under Article 18.1 shall be in writing open for acceptance for at least 21 days, and shall be deemed to be rejected by any member who has not accepted it in accordance with its terms within 28 days and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.

18.3 For the purposes of Article 18.1:

- (a) the expressions "transfer", "transferor" and "transferee" include respectively the renunciation of a renouncable letter of allotment and any renouncer and renounee of such letter of allotment; and
- (b) the expression "specified price" means
 - (i) a price per Share equal to the highest price paid or payable by the proposed transferee or persons Acting in Concert with him or Connected With him for any Shares within the last six months plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Specified Shares;
 - (ii) a price per Share equal to the issue price thereof plus a sum equal to any arrears or accruals of the dividends on such Share grossed up at the rate of corporation tax then in force calculated down to the date the transfer is completed; and
- (c) if any part of the specified price is payable otherwise than in cash any member may require, as a condition of his acceptance of the offer made under this Article, to receive in cash on transfer all or any of the price offered for the Shares sold to him pursuant to the offer;

- (d) if the specified price or its cash equivalent cannot be agreed within 21 days of the proposed sale or transfer referred to in Article 18.1 between the proposed transferee and members holding 75 per cent of the class of Shares concerned (excluding the proposed transferee and persons who have waived their right to receive an offer), it may be referred to such independent chartered accountant as is referred to in Article 10.3(b) (and so that the reference therein to "the Transferor" shall be deemed a reference to the said members holding 75 per cent of the class of Shares concerned) by any member and, pending its determination, the sale, transfer or other disposition referred to in Article 18.1 shall have no effect. The opinion of such accountant (who shall be deemed to act as expert and not arbitrator) shall be final and binding and his costs shall be borne as he may direct.

19 COME ALONG RIGHTS

- 19.1** If any one or more of the holders of Shares (together the "Selling Shareholders") wish to transfer any interest in more than 50 per cent of the issued Shares where that transfer would result in a Change of Control the Selling Shareholders shall have the option (the "Come Along Option") to require all the other holders of Shares to transfer all their Shares to the proposed transferee or as it shall direct in accordance with this Article.
- 19.2** The Selling Shareholders may exercise the Come Along Option by giving notice to that effect (the "Come Along Notice") to all other shareholders (the "Called Shareholders") at any time before the transfer of shares resulting in the Change of Control. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "Called Shares") pursuant to Article 19.1, the price at which the Called Shares are to be transferred (calculated in accordance with Article 19.4) and the proposed date of transfer.
- 19.3** A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a Change of Control caused by a transfer of Shares by the Selling Shareholders to the proposed transferee within 60 days after the date of the Come Along Notice.
- 19.4** The Called Shareholders shall be obliged to sell the Called Shares at the consideration defined and calculated in article 18.3 as the specified price.
- 19.5** Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless:

- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise; or
- (b) that date is less than seven days after the Come Along Notice, in which case the date for completion of the sale of the Called Shares shall be the seventh day after the Come Along Notice; or
- (c) consideration is to be determined under Article 19.4 in which case the date for completion of the sale of the Called Shares shall be deferred until the seventh day after the specified price is determined.

Name and Address of Subscriber

Sean Kelly
Lowhill Farmhouse
Portsmouth Road
Fishers Pond
Eastleigh

DATED this 11th day of April 2001

WITNESS to the above signatures :-

Paula Harper
46 The Avenue
Southampton
SO17 1AX

Trainee Solicitor