

Company No. 2967287

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

CIMple SOLUTIONS LIMITED

(passed on the 10th day of March 1998)

The following Special Resolution of the Members of the Company was passed at an Extraordinary General Meeting held on 10th March 1998:-

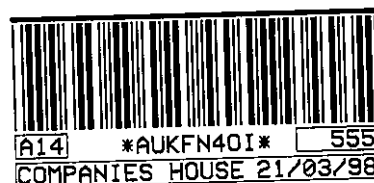
SPECIAL RESOLUTIONS

THAT the Articles of Association of the Company be amended in the manner following, that is to say:-

1. by the deletion of Article 4 in its entirety and the substitution thereof of the following new Article 4:-

“The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company’s lien on a share shall extend to all monies payable in respect of it.”

2. By the deletion of the words “two Persons” in line 2 of Article 6(b) and the substitution thereof of the words “such number of persons holding in aggregate not less than 75% of the issued ordinary share capital of the Company who are”.



3. By the addition of the following new Article 6(e) and the renumbering of that Article and references to it accordingly:

“Any member, proxy, director or alternate director may participate in a general meeting by means of conference telephone or other telecommunications equipment by means of which all persons participating in the meeting can hear each other and such participation in a meeting shall constitute presence in person at the meeting. If all persons present at a meeting are participating therein by means of such telephone or other equipment a meeting shall be deemed to be held at the place where either such one of them as they shall agree or, in default of agreement, the Chairman of the meeting is physically present during the meeting.”

4. By the deletion of Article 8(d) in its entirety and of the words “subject to paragraph (d) above” in Article 8(e) and the renumbering of that Article and references to it accordingly.

5. By the addition of the following new Article 12(b) and the renumbering of that Article and references to it accordingly:-

“Any director or alternate director may participate in a meeting of the directors or any committee of the directors by means of conference telephone or other telecommunications equipment by means of which all persons participating in the meeting can hear each other and such participation in a meeting shall constitute presence in person at the meeting. If all persons present at a meeting are participating therein by means of such telephone or other equipment a meeting shall be deemed to be held at the place where either such one of them as they shall agree or, in default of agreement, the Chairman of the meeting is physically present during the meeting.”

6. By the insertion of the following additional Articles 16 and 17 and the renumbering of Articles 16 and 17 and references to them as Articles 18 and 19 and references thereto respectively:-

“TRANSFER OF SHARES

16. Save as provided in this Article 16 or in Article 17 below or as all the holders for the time being of the issued ordinary shares in the Company shall have otherwise agreed or consented in writing, no transfer, sale or disposal of any

shares or any interest in any shares or any rights or power attaching thereto shall be made by any shareholder, and no shareholder shall create or permit to subsist any pledge, lien or charge over, or grant any power (including a power of attorney) over, or grant any option, or other right, over any shares, unless the following provisions of this Article 16 and of Article 17 below are complied with in respect thereof:-

- (a) Any holder of ordinary shares, or person entitled to shares by way of the death or bankruptcy or (in the case of a corporate shareholder) insolvency of any such holder, wishing to transfer sell or otherwise dispose of part or all of the shares held by him or any interest therein or any rights or power attaching thereto (the **"Retiring Shareholder"**) shall first give a notice in writing (a **"Transfer Notice"**) to the Company specifying the number and denoting numbers (if any) of the shares which the Retiring Shareholder wishes to sell (being all and not some only of the ordinary shares and the deferred ordinary shares owned by such holder or to which such person is entitled) (the **"Transfer Shares"**) which notice shall constitute the Company the agent of the Retiring Shareholder for the sale of the Transfer Shares at a price determined in accordance with paragraph (b) below.
- (b) The price at which the Transfer Shares are to be sold (the **"Price"**) shall:-
 - (i) in the case of ordinary shares be a price to be agreed upon between the Retiring Shareholder and the Directors or, in the absence of such agreement, a price which an independent auditor agreed by the Retiring Shareholder and the Directors or, in the absence of such agreement, a person nominated on the application of the Retiring Shareholder or any Director by the President for the time being of the Institute of Chartered Accountants in England and Wales, (and for the purpose of this Article reference to the Auditor shall include any person so agreed or nominated) (acting as expert and not as arbitrator) shall certify in writing to be in his opinion the fair value thereof as at the date of the Transfer Notice as between a willing seller and a willing buyer contracting on arm's length commercial terms, having regard to the fair value of the Company and, if any, its subsidiaries

as a going concern and shall not be discounted or enhanced by reference to the number of shares referred to in the Transfer Notice or held by any Transferee and/or to the degree of control over the Company which the Transferee will obtain as a result of the transfer. The Auditor's certificate hereunder shall be binding on all parties and the cost of obtaining the certificate shall be borne by the Company; and

- (ii) in the case of deferred ordinary shares shall be the par value thereof.
- (c) If the Auditor is asked to certify the Price the Company shall within 3 days of the issue of the Auditor's certificate furnish a copy thereof to the Retiring Shareholder and the Retiring Shareholder shall be entitled, by notice in writing given to the Company within 3 days of the service of the said copy, to withdraw the Transfer Notice in respect of all but not some of the Transfer Shares.
- (d) Any Retiring Shareholder delivering a Transfer Notice shall at the same time deposit with the Company the share certificate or certificates in respect of such Transfer Shares and save pursuant to paragraph (c) above a Transfer Notice shall be irrevocable except with the consent of the Directors who may impose such condition to any consent as they think fit, including without limitation a condition that the Retiring Shareholder bears all costs of the Company arising therefrom.
- (e) Upon the Price being fixed as aforesaid and provided the Retiring Shareholder shall not have given notice of withdrawal pursuant to paragraph (c) above, the Company shall forthwith offer the Transfer Shares at the Price to all the other holders of Ordinary Shares (irrespective of the class of shares owned by them) in proportion as nearly as may be to the nominal amount of the respective existing holdings of Ordinary Shares in the Company held by the relevant offerees. Such offer shall be made by notice in writing (the "**offer notice**"), shall state the Price and shall limit the time in which the offer may be accepted, not being less than 14 days nor more than 21 days after the date of the offer notice. For the purpose of this Article, an offer shall be

deemed to be accepted on the date on which the acceptance is received by the Company. The offer notice shall further invite each such holder of Ordinary Shares to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the holders of Ordinary Shares do not accept the offer in respect of their respective proportions in full, the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of Ordinary Shares already held by such claimants respectively, provided that no holder of Ordinary Shares shall be obliged to take more shares than he shall have applied for. If any Transfer Shares shall not be capable without fractions of being offered to the holders of Ordinary Shares in proportion to their existing holdings, the same shall be offered to the holders of Ordinary Shares, or some or one of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

- (f) If the Company shall within 21 days after the date of the initial offer notice under paragraph (e) above find purchasing shareholders in respect of all or any of the Transfer Shares it shall give notice thereof to the Retiring Shareholder whereupon the purchasers (the **"Purchasing Shareholders"**) and the Retiring Shareholder shall be bound to complete the sale and purchase within seven (7) days of such notice at the Price and payment of the Price for the Transfer Shares or such of the Transfer Shares as are accepted or applied for shall be made by the Company as agent for the Retiring Shareholder.
- (g) If the Company shall not within 21 days after the date of the initial offer notice under paragraph (e) above find Purchasing Shareholders for all of the Transfer Shares or if through no default of the Retiring Shareholder the purchase of any of the Transfer Shares is not completed within the time period specified in the preceding paragraph the Retiring Shareholder shall, subject to paragraph (j) below, be at liberty, at any time within 3 months after the expiry of the said period of days or after the default under the preceding paragraph, to transfer all but not part only of such of the Transfer Shares as were not accepted or applied for by Purchasing Shareholders or in respect of which the sale

was not completed as aforesaid to any person he may wish (a "**Third Party Purchaser**") and at the Price or any higher price and upon the same, or no more favourable, terms and conditions as the same were offered to the other Ordinary Shareholders in the offer notice. Provided that the Directors may require to be satisfied that the Transfer Shares are being transferred pursuant to a bona fide sale for the consideration stated in the transfer(s) without any additional benefit (including accrued but unpaid dividend), deduction, rebate or allowance of any kind to the purchaser(s) and if not so satisfied may refuse to register the relevant instrument(s) of transfer.

- (h) In the event of the Retiring Shareholder failing to complete the sale of any of the Transfer Shares after becoming bound so to complete, the Directors may authorise some person to execute a transfer of the Transfer Shares to the Purchasing Shareholders and the Company may receive all sums payable in respect of and give a good receipt for the purchase price of such Transfer Shares and shall register the Purchasing Shareholders as holders thereof and issue to them certificates for the same whereupon the Purchasing Shareholders shall become indefeasibly entitled thereto. Subject to the Company applying the same in settling any fees or expenses falling to be borne by the Retiring Shareholder, the Company shall hold such sums for the benefit of the Retiring Shareholder but shall not be obliged to pay or procure interest thereon, nor shall it otherwise be obliged to ensure best returns on such sums thereafter. The Retiring Shareholder shall in such case be bound to deliver up to the Company (unless he shall have already done so) his certificate or certificates for the Transfer Shares whereupon the Retiring Shareholder shall be entitled to receive the purchase price. If such certificate or certificates shall comprise any shares which the Retiring Shareholder has not become bound to transfer as aforesaid the Company shall issue to the Retiring Shareholder a balance certificate for such shares. After the names of the Purchasing Shareholders have been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

- (i) The receipt by the Company of the transfer of any of the Transfer Shares to the Purchasing Shareholders and/or to a Third Party Purchaser in accordance with the provisions of this Article such that the Retiring Shareholder who is a Director of the Company ceases to hold any shares shall be deemed to be a notice of the resignation of such Retiring Shareholder as a Director of the Company on the date on which the transfers of the Transfer Shares are registered in the books of the Company.
- (j) In respect of any Transfer Notice deemed to have been given under any provision of these Articles 16 and 17:-
 - (i) such notice shall be deemed to contain a provision that unless all the Transfer Shares comprised therein are sold by the Company pursuant to these Articles none shall be sold and any such provision shall be binding on the Company;
 - (ii) paragraph (c) of this Article shall not apply in so far as it entitles the Retiring Shareholder to withdraw the Transfer Notice, and neither shall such paragraph apply where a shareholder gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given; and
 - (iii) the final sentence of paragraph (a) of this Article shall not apply.

Where a Transfer Notice is deemed to have been given hereunder, the Company shall use its reasonable endeavours to serve an offer notice pursuant to the provisions of paragraph (e) above forthwith upon the Price having been fixed, and the period of time for any withdrawal by the Retiring Shareholder shall accordingly be ignored.

- (k) For the purposes of this Article and other relevant provisions of these Articles (unless specifically permitted in these Articles or all the holders of the Ordinary Shares otherwise agree in writing) (without limitation) a Transfer Notice shall be deemed to have been served immediately prior to any of the following events with respect to all Ordinary Shares in the Company held by the relevant holder of Ordinary Shares in each case:-

- (i) any direction (by way of renunciation, nomination or otherwise) by a holder of Ordinary Shares entitled to an allotment or transfer of shares to the effect that such shares or any of them shall be allotted or issued or transferred to some person other than himself or to some person other than a person to whom he is entitled to transfer such shares pursuant to Article 16(m) below;
- (ii) any grant, sale, transfer or other disposition or purported grant, sale, transfer or other disposition of any right or interest in or power relating to a share (whether legal or beneficial and whether or not for consideration) by whomsoever made and whether or not effected by an instrument in writing, other than a grant, sale, transfer or other disposition to a person to whom he is entitled to grant, sell, transfer or otherwise dispose of any right or interest in or power relating to shares pursuant to Article 16(m) below;
- (iii) the creation or purported creation, of any pledge, lien charge or other security interest over, or permitting any pledge, lien, charge or other security interest to subsist over, or the grant, or purported grant, of any power (including a power of attorney), or any option or other right over, any shares;
- (iv) that holder of ordinary shares has committed a serious breach, or persistent breaches, of these Articles and, where capable of remedy, fails to remedy the same within 30 days of written notification thereof;
- (v) no Director nominated by that holder of ordinary shares is present in person or by alternate at three successive duly convened meetings of the Board (or proposed meetings of the Board) unless such Director has been excluded pursuant to the provisions of these Articles from being required to form part of the quorum at such meeting;
- (vi) representatives of that holder of ordinary shares, without reasonable excuse, fail to attend two successive duly constituted general meetings, or meetings of the Ordinary Shareholders (or proposed general meetings or meetings of the Ordinary Shareholders) of the Company;

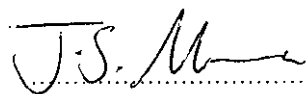
- (vii) a shareholder or its holding company becomes bankrupt, insolvent or goes into liquidation (other than for the purposes of reconstruction and/or amalgamation whilst solvent) or suffers an administrative receiver or receiver to be appointed over all or any of its assets or suffers an administration order to be made against it or if the nearest equivalent of any such event under the laws of any other jurisdiction should happen;

and in each such case the provisions of paragraphs (a) to (j) (inclusive) of this Article shall apply mutatis mutandis.

- (l) In the application of regulations 29 to 31 (inclusive) of Table A (with respect to Transmission of Shares) to the Company:
 - (i) any person becoming entitled to an ordinary share in consequence of the death or bankruptcy of a member shall give a Transfer Notice before he elects in respect of any share to be registered himself or to execute a transfer;
 - (ii) if a person so becoming entitled shall not have given a Transfer Notice in respect of any share within 6 months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within 30 days of such notice to give a Transfer Notice in respect of all the shares to which he has so become entitled and for which he has not previously given a Transfer Notice and if he does not do so he shall at the end of such 30 days be deemed to have given a Transfer Notice pursuant to paragraph (a) of this Article relating to those shares in respect of which he has still not done so and the provisions of this Article shall apply mutatis mutandis.
 - (m) The restrictions on transfer contained in this Article 16 or in Article 17 below shall not apply to any transfer or transaction approved in writing by all the holders of Ordinary Shares.
17. (a) For the avoidance of doubt and without limitation, no share and no interest in or rights attaching to any share shall be held by any person as a bare nominee for or sold or disposed of to any person unless a transfer of

such share to such person would be authorised hereunder. If the foregoing provision shall be infringed the holder of such share shall be deemed to have given a Transfer Notice pursuant to Article 16(a) above.

- (b) Notwithstanding any other provisions of these Articles the Directors may decline to register any transfer of any share on which the Company has a lien.
- (c) For the purpose of ensuring that a transfer of shares is duly authorised hereunder, or that no circumstances have arisen whereby a Transfer Notice is or may be required to be given hereunder or is deemed to have been given hereunder, the Directors may from time to time require any member or the legal representatives of any deceased member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the Directors may think fit regarding any matter they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares. If the Directors do so require and the Transfer Notice is not duly given within one (1) month following the date of its being so required, such Transfer Notice shall be deemed to have been given at the expiration of such period and the provisions of Article 16 above shall take effect accordingly.
- (d) Subject to Articles 17(b) and 17(c) above, the Directors shall register any transfer made pursuant to or permitted by the foregoing provisions of these Articles, but shall refuse to register any other transfer."



Secretary