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**The Companies Acts 1985 to 1989
Private Company Limited by Shares**

MEMORANDUM OF ASSOCIATION



1. The Company's name is COMPUTIONICS GROUP LIMITED
2. The registered office of the company will be situated in England and Wales.
3. The objects for which the company is established are:

(a) To carry on, in conjunction with each other or as separate and distinct undertakings, all or any of the following businesses namely:

a general commercial company,

manufacturers, importers, exporters, agents, dealers (both wholesale and retail) in all articles of commercial, manufacturing, personal and household use and consumption and in all kinds of raw materials; warehousemen, storage contractors, shipping and forwarding agents; dealers in property and estates; property developers, property managers; investors in property; estate agents, insurance agents and brokers, accountants, financiers, financial agents and to act as nominee, trustee, agent, factor, broker, executor, administrator, receiver for or otherwise on behalf of Companies, Corporations, firms or persons, builders; scaffolders; contractors, heating and ventilation engineers and contractors, refrigeration engineers, specialists and contractors; decorators; painters; bricklayers; carpenters, shuttering manufacturers and erectors; joiners; public works contractors; plasterers; plumbers; electricians; shop front fitters; builders' and decorators' merchants; civil, mechanical, constructional, agricultural, consulting, heating electrical and general engineers; welders; sheet metal workers; blacksmiths; motor engineers; garage proprietors; car hire service, taxi proprietors and operators; travel agents, tour operators, proprietors of vehicles and vessels of all kinds; transport and haulage contractors; general engineers; tool makers; booking agents for, and managers of, theatres, cinemas and all other kinds of entertainments and sporting events; turf and sporting accountants in all their branches; proprietors of shops, cafes, clubs, hotels and restaurants, catering contractors, dealers in foods and provisions of all kinds, wine and spirit merchants; butchers; grocers, greengrocers; fishmongers and poultry merchants; farmers; florists, horticulturists; bakers, confectioners; tobacconists; ironmongers, hardware merchants; dealers in plastics of all kinds, antique dealers; furniture manufacturers and dealers; leather and fancy goods dealers; jewellers, radio television and electrical retailers, dealers and repairers, toys, games and sports equipment dealers; photographers and dealers in all kinds of photographic material and equipment, film producers and distributors; textile merchants, tailors, fashion designers, ladies and gentlemen's outfitters, boot and shoe retailers, perfumery and cosmetic dealers, hairdressers, manufacturing and retail chemists; printers, publishers, stationers, advertising and publicity agents; public relations specialists, consultants, business transfer agents and employment agents; computer operators, programmers and dealers, website designer and information technologists, e-commerce traders; market research specialists; business advisers, mail order specialists; dyers and cleaners; dry cleaners, proprietors of launderettes, excavation and demolition contractors; provision of security services, plant hirers, scrap iron and waste merchants and to carry on all or any of the said businesses, and provide services in connection therewith, either together as one business or as separate and distinct businesses, in any part of the world.

(b) To carry on any other business which in the opinion of the director(s) of the company may seem capable of being conveniently carried out in connection with or as ancillary to any of the above businesses or to be calculated directly or indirectly to enhance the value of or render profitable any of the property of the company or to further any of its objects.

(c) To apply for, purchase, register or otherwise acquire and protect and renew, whether in the United Kingdom or elsewhere in any part of the world any patents, patent rights, brevets d'invention, designs, concessions, secret processes, trade marks, licences, and the like and to alter, disclaim, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.

(d) To purchase, take on lease or in exchange, hire or by any other means acquire and take options over any freehold, leasehold or any other real or personal property and any rights or privileges which the

Company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property of the Company.

(e) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

(f) To acquire an interest in, amalgamate with, or enter into partnership or into any arrangement with sharing profits, co-operation, joint adventure, union of interest or reciprocal concession with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which is capable of being conducted so as directly or indirectly to benefit the Company.

(g) To enter into any arrangement with any governments or authorities supreme, local, municipal, or otherwise, or any company or person that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such government or authority any rights, charters, licences, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply therewith.

(h) To draw, make, accept, endorse, discount, execute, negotiate and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(i) To invest and deal with the moneys of the Company not immediately required in any manner, and to hold sell or otherwise deal with any investments made.

(j) To subscribe for, take, or otherwise acquire, and hold shares, stock, debentures and other negotiable or transferable instruments.

(k) To issue, place, underwrite, or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks, and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon.

(l) To lend money or give credit to such persons, firms or companies and on such terms as may be considered expedient and to receive money on deposit or loan from and give guarantees or become security for any persons, firms and companies and to charge any properties or property of the Company in support of any guarantee and to secure the debts or obligations, contracts or engagements of any other company or person.

(m) To raise or borrow money in such a manner as the Company shall think fit, and to secure the repayment of any such money raised, borrowed or owing by , mortgage, lien, charge or other security upon all or any of the property or assets of the Company (whether present or future) including its uncalled capital, and also by a similar mortgage, lien, charge or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(n) To pay out of the funds of the Company all or any expenses which the Company may lawfully pay with respect of the promotion, formation and incorporation of the Company or to contract with any person firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures or other securities of the Company.

(o) To remunerate any person, firm or company rendering services to the company in such manner as may be thought expedient.

(p) To subscribe to or support any charitable object or any institution and to give pensions, bonuses, gratuities or assistance to any person who is serving or has served the Company, whether as a director, employee or otherwise, and his family and dependants; to make payments towards insurance, and to establish, form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools and other institutions for the benefit of any such persons aforesaid.

(q) To distribute among the members of the Company any property of the Company of any kind or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital of the Company be made except with the sanction for the time being required by law.

(r) To do all or any of the above things in any part of the world alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise.

(s) To improve, develop, manage, grant rights or privileges in respect of, construct, repair, let on lease or otherwise, exchange, mortgage, charge, dispose of, sell, grant licences in respect of, turn to account, grant options in respect of, or otherwise deal with all or any part of the property and rights of the Company both real and personal.

(t) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.

(u) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that:

(i) The objects specified in each sub-clause shall be regarded as independent objects, and they shall not be limited or restricted, except where otherwise expressed in such sub-clauses, by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said sub-clauses defined the objects of a separate and distinct company.

(ii) The word "Company" except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether incorporated, registered, resident or domiciled in the United Kingdom or elsewhere.

4. The liability of the members is limited.

5. The Company's share capital is £100,000.00 divided into 100000 Ordinary Shares of £1.00 each.

6. The shares in the original or any increased capital of the Company may be issued with such preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting return of capital or otherwise as the Company may from time to time determine. The rights and privileges attached to any of the shares of the Company may be modified, varied, abrogated or dealt with in accordance with the provisions for the time being of the Company's Articles of Association.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum: and I agree to take the number of shares shown opposite my name.

Name and Address of the Subscriber	Number of shares taken by subscriber
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BRIGHTON DIRECTOR LIMITED 3 MARLBOROUGH ROAD LANCING BUSINESS PARK LANCING WEST SUSSEX BN15 8UF	<u>One</u>
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Total shares taken	<u>One</u>
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Dated: 01/07/2005

**COMPANIES ACTS, 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
OF
COMPUTIONICS GROUP LIMITED**

PRELIMINARY

1. The Company shall be a private company within the meaning of the Companies Act, 1985 (hereinafter referred to as "the Act") and subject as hereinafter provided by the regulations contained in The Companies (Tables A to F) Regulations 1985 as in force at the date of incorporation of the Company. Such regulations (hereinafter referred to as "Table A") shall apply to the Company.

2. Regulations 60,61, 64, 73, 74, 75, 81(e), 89, 94, 95, 96, 97 and 98 of Table A shall not apply to the Company but the Articles hereinafter contained together with the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

GENERAL MEETINGS

3. In every notice calling a General Meeting of the Company there shall prominently appear a statement that a member who is entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of that member and that the proxy need not be a member of the Company. Every notice calling a General Meeting of the Company shall also be sent to the current Auditors of the Company.

4. One member may constitute a quorum where the Company is a single member company.

AUDITORS

5. The appointment of an auditor shall be subject to the regulations concerning exemption from such an appointment where the relevant criteria as defined by the Act are met.

SHARE CAPITAL

6. The Company is a private company limited by shares, within the meaning of the Act.

7. The directors of the Company are authorised during the period of five years from the date of incorporation of the Company to allot, grant options over or otherwise dispose of the original share in the capital of the company to such persons at such time and on such conditions as they think fit, subject to the provisions of Articles 8 and 9 hereof and provided that no share shall be issued at a discount.

8. Subject to any direction to the contrary that may be given by the Company in general meeting, any original shares for the time being unissued and any new shares from time to time to be created, shall, before they are issued, be offered to the members in proportion as nearly as possible to the nominal value of the existing shares held by them and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted shall be deemed declined, and after the expiration of such time or on receipt of an intimation from the member to whom the notice is given that he declines to accept the shares, the directors may dispose of the same in such manner as they think most beneficial to the Company. The provisions of section 89 of the Act shall have effect only insofar as they are not inconsistent with this Article.

9. A member desiring to transfer shares otherwise than to a person who is already a member of the Company shall give notice in writing of such intention to the Directors of the Company giving particulars of the share in question. The directors as agents for the member giving such notice may dispose of such shares or any of them to members of the Company at a price to be agreed between the transferor and the Directors, or failing agreement, at a price fixed by the Auditors of the Company as the fair value thereof. If within twenty-eight days from the date of the said notice the Directors are unable to find a member or members willing to purchase all such shares, the transferor may dispose of so many of such shares as shall remain undisposed of in any manner he may think fit within three months from the date of the said notice. Where the Company has no auditor an individual or body eligible for appointment as an auditor as per the Companies Act shall be chosen to fix the price.

9A. **PRE-EMPTION RIGHTS ON TRANSFER**

9A.1 Any member wishing to transfer all or any Shares held by him (the "**Proposing Transferor**") shall first give a notice (a "**Transfer Notice**") in writing to the Company specifying:

9A.1.1 the number of Shares he wishes to transfer (the "**Sale Shares**");

9A.1.2 the name of the third party (if any) to whom he proposes to transfer the Sale Shares; and

9A.1.3 the price per share at which the Proposing Transferor wishes to transfer the Sale Shares.

The Transfer Notice shall constitute the Company as the agent of the Proposing Transferor for the sale of the Sale Shares at the price agreed or determined in accordance with Article 9A.9 (the "**Prescribed Price**"). A Transfer Notice (other than a deemed Transfer Notice) may require that unless all the Shares comprised in it are sold, none shall be sold. A Transfer Notice once given pursuant to this Article 9A may not be varied or cancelled without the consent of the Directors of the Company unless the Fair Value of the Sale Shares is determined in accordance with Article 9A.9 to be less than the price specified in the Transfer Notice, in which case the Proposing Transferor shall have the right (by notice to the Company) to withdraw the Sale Notice within 7 days of the receipt of such determination.

9A.2 Within 14 days after the later of:

9A.2.1 receipt by the Company of the Transfer Notice; and

9A.2.2 the determination of the Prescribed Price in accordance with Article 9A.9

the Sale Shares shall be offered by the Company to the members (other than the Proposing Transferor) holding Shares as nearly as practicable in proportion to the respective numbers of Shares held by them.

9A.3 The offer shall be made by a notice (the "**Offer Notice**") stating the Prescribed Price per Sale Share. The Offer Notice shall limit the time (being not less than 7 nor more than 30 days after the Offer Notice is given) within which the offer if not accepted shall be deemed to be declined. For the purpose of this Article 9A an offer shall be deemed to be accepted when the acceptance is received by the Company.

9A.4 In the case of an offer made to more than one person the offer notice shall notify each offeree that if he wishes to purchase Sale Shares in excess of the proportion offered to him he should state how many excess Shares he applies for. If all the offerees do not accept the offer in full the Sale Shares not accepted shall be used to satisfy the applications of accepting offerees for additional Shares. In the case of competition the excess Shares shall be allocated as nearly as practicable in proportion to the respective numbers of Shares of the class entitling them to participate in the offer held by the accepting

offerees, provided that no accepting offeree shall be allocated more Shares than he applies for. Acceptance of the applications for excess Shares shall be effective upon the Directors allocating the excess Shares. An application for excess Shares may not be withdrawn except with the consent of the Directors.

- 9A.5 If following the closing date of the offer made under Article 9A.2 above there remain any Sale Shares for which the Company has not found buyers in accordance with this Article 9A the Company shall have 60 days in which it may seek a buyer or buyers for the remaining Sale Shares. The price per Sale Share shall be the Prescribed Price. The Company and the Directors shall not be under any duty to seek a buyer under this paragraph and the Directors may resolve to curtail the operation of this Article 9A.5. A buyer under this paragraph need not be a member.
- 9A.6 If following the closing date of any offer made under this Article 9A there remain any Sale Shares for which the Company has not found buyers the Directors may resolve to recommend to the members that the Company purchase the Sale Shares remaining unsold or any of them under Chapter VII of Part V of the Act. If the Directors so resolve they shall proceed to convene as soon as practicable an extraordinary general meeting or circulate a written resolution to approve the purchase contract (or, if the proposed purchase does not relate to all of the Sale Shares for which the Company has not found buyers and the transfer notice does not state that some only of the Sale Shares may be sold, a contingent purchase contract contingent on the Company finding buyers for the other Sale Shares) on the terms specified in this Article 9A and, if required, to approve a payment in respect of the purchase otherwise than out of distributable profits or the proceeds of fresh issue of Shares and the Directors shall ensure that the other formalities required by the Act are complied with. The Directors may authorise any person nominated by them to execute the purchase contract on behalf of the Proposing Transferor which shall thereupon be binding upon him. During the time required to complete the formalities of the purchase time shall not run for the purpose of any time limits stated in any other paragraph of this Article, but if the purchase contract has not been approved by special resolution within six weeks after the Directors' resolution under this paragraph it shall be deemed to have been rejected.
- 9A.7 If the Company finds buyers for all the Sale Shares (or, if the transfer notice states that some only of the Sale Shares may be sold, if the Company finds buyers for any of the Sale Shares) within the periods specified in this Article it shall give notice of the identity of the buyers to the Proposing Transferor, and the Proposing Transferor shall be bound upon payment of the price due in respect of all the Sale Shares comprised in that notice to transfer those Sale Shares to the buyers within 14 days from the giving of that notice. The Proposing Transferor shall sell the Sale Shares free from all liens, charges and encumbrances and together with all rights attaching to them and all dividends and distributions declared, made or paid on them on or after the date of the Offer Notice. If the Proposing Transferor

fails to transfer the Sale Shares specified in the Offer Notice the Directors may appoint any person nominated by them to be the attorney of the Proposing Transferor with power to complete, execute and deliver, in the name of and on behalf of the Proposing Transferor, transfers to the buyers against payment of the purchase money to the Company. The Company may receive the purchase money on behalf of the Proposing Transferor and give a valid discharge to the buyer for it. The purchase money shall be paid into a separate bank account in the Company's name and shall be held on trust for the Proposing Transferor pending delivery to the Company of the share certificates for the Sale Shares and any interest on it shall belong to the Company.

9A.8 If the Company does not find buyers for all the Sale Shares within the appropriate period specified in this Article 9A it shall give notice of that fact to the Proposing Transferor and (unless the Transfer Notice states that some only of the Sale Shares may be sold) all acceptances of offers under this Article 9A shall be deemed withdrawn. The Proposing Transferor shall then be at liberty at any time within three months afterwards to transfer all or any of the unsold Sale Shares to any person but only at a price in cash equal to or in excess of the Prescribed Price as specified in the Offer Notice

9A.9 The Prescribed Price of the Sale Shares shall be either:

9A.9.1 With the consent of the Board, the price per Share specified in the Transfer Notice; or

9A.9.2 Such other price agreed between the Proposing Transferor and the Board; or

9A.9.3 Otherwise in default of agreement under Articles 9A.9.1 and 9A.9.2, the Directors shall request that the Auditors, or if the Auditors refuse or are unable to act, an independent accountant appointed by agreement between the parties (or in default of agreement appointed on the application of either party by the President or other suitable officer for the time being of the Royal Institution of Chartered Accountants for England And Wales or his nominee) ("the Independent Accountant"), to determine and report the sum per Share considered by them to be the fair value of the Sale Shares. The value of the shares shall not be enhanced or discounted on account of their representing a majority or minority (respectively) interest in the share capital of the Company. The sum so determined and reported shall be the Prescribed Price. The Auditors (or the Independent Accountant (as the case may be)) shall act at the cost and expense of the Proposing transferor, as experts and not as arbiters.

9B. **DRAG ALONG RIGHTS**

9B.1 In the event that the holder(s) of more than 80 per cent in nominal value of the Shares (the "Seller") intend(s) to sell all of its or their holding of Shares (or any interest in such Shares) (the "Target Shares") to a proposed purchaser(s) (the "Proposed Purchaser") who has made a bona fide offer on

ann's length terms for the entire issued share capital of the Company, the Seller shall have the right to give to the Company not less than 14 days' advance notice before selling the Target Shares. That notice (the "**Sale Notice**") will include details of the Target Shares and the proposed price per Share to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place, date and time of completion of the proposed purchase (being a date not less than 14 days from the date of the Sale Notice) ("**Completion**") and the terms and conditions of the offer which will be extended to the other members for their Shares (which for the avoidance of doubt may differ to those offered to the Seller).

- 9B.2 Immediately upon receipt of the Sale Notice, the Company shall give notice in writing (a "**Compulsory Sale Notice**") to each of the members (other than the Seller) giving the details contained in the Sale Notice, requiring each of them to sell all of the Shares held by them to the Proposed Purchaser at Completion on the terms contained in the Sale Notice.
- 9B.3 Each member who is given a Compulsory Sale Notice shall sell all of his Shares to the Proposed Purchaser at the price per Share offered to the Seller by the Proposed Purchaser on Completion and on the terms set out in the Sale Notice.
- 9B.4 If any of the member(s) (the "**Defaulting Member(s)**") fails to comply with the terms of a Compulsory Sale Notice given to him, the Company shall be constituted the agent of each Defaulting Member for the sale of his Shares in accordance with the Compulsory Sale Notice (together with all rights then attached thereto) and the Directors may authorise some person to execute and deliver on behalf of each Defaulting Member the necessary transfer(s) and the Company may receive the purchase money in trust for each of the Defaulting Members and cause the Proposed Purchaser to be registered as the holder of such Shares. The receipt of the Company for the purchase money, pursuant to such transfers, shall constitute a good and valid discharge to the Proposed Purchaser (who shall not be bound to see to the application thereof) and after the Proposed Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Member(s) until he shall, in respect of the Shares being the subject of the Compulsory Sale Notice, have delivered his share certificates or a suitable indemnity and the necessary transfers to the Company. No member shall be required to comply with a Compulsory Sale Notice unless the Seller shall sell the Target Shares to the Proposed Purchaser on Completion, subject at all times to the Seller being able to withdraw the Sale Notice at any time prior to Completion by giving notice to the Company to that effect, whereupon each Compulsory Transfer Notice shall cease to have effect.

APPOINTMENT OF DIRECTORS

10. The first director or directors of the Company shall be determined in writing by the subscriber(s) to the Memorandum of Association, pursuant to section 10 of the Act.

11. Unless otherwise determined by ordinary resolution, the numbers of directors (other than alternate directors) shall not be subject to any maximum, but shall be not less than one.

12. A person may be appointed a director of the Company notwithstanding that he has attained the age of seventy years and no directors shall be liable to vacate the office by reason only of his having attained that age or any other age.

PROCEEDINGS OF DIRECTORS

13. A director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

14. The necessary quorum for the transaction of the business of the directors may be fixed by them and unless so fixed, shall be two, except when one director is in office. A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum.

15. The directors may exercise all of the powers mentioned in the Memorandum of Association part 3.

SECRETARY

16. The first secretary of the Company shall be determined in writing by the subscriber(s) to the Memorandum of Association, pursuant to Section 10 of the Act.

SEAL

17. In accordance with the provisions of the Act the Company need **not** have a seal. If it does have a seal Regulation 101 of Table A shall apply.

Name and Address of Subscriber:

BRIGHTON DIRECTOR LIMITED
3 MARLBOROUGH ROAD
LANCING BUSINESS PARK
LANCING
WEST SUSSEX
BN15 8UF

Dated: 01/07/2005