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The Companies Act 1985
A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION



1. The Company's name is PRESTIGE SYSTEMS LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (a) To carry on business as a general commercial company and in accordance with Section 3A of the Companies Act 1985 carry on any trade or business whatsoever, whether by itself or through subsidiary, associated or allied companies or firms or individuals or otherwise, in the United Kingdom, Europe or elsewhere in the world, and to do all such things as are incidental or conducive to the carrying on of any trade or business by it. Without prejudice to the generality of the foregoing, and in pursuance thereof, and whether as principals, managers, agents or otherwise, in particular to promote, finance, operate, undertake or carry on in all its branches all or any types whatsoever of businesses, business ventures, trading operations, projects, undertakings, enterprises, whether manufacturing, marketing, industrial, commercial, service or otherwise.
 - (b) To carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
 - (c) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

- (d) To apply for, purchase, or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, trade marks, designs, licences, concessions, and the like, conferring any exclusive or non exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licences in respect of, or otherwise to turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving any such patents inventions or rights.
- (e) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest co-operation, joint adventure or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- (f) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the objects of the Company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply therewith.
- (g) To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such company.
- (h) To purchase its own Shares; to subscribe for, take, or otherwise acquire and hold shares, stock, debentures, or other securities of any other company.
- (i) To invest and deal with the moneys of the Company not immediately required in any manner.
- (j) To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of any contract or obligation and the payment of money of or by any such person or companies and generally to give guarantees and indemnities.
- (k) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed raised or owing by mortgage, charge or

lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company as the case may be.

- (l) To draw, make, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (m) To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company, or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.
- (n) To pay for any rights of property acquired by the Company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (o) To establish and maintain or procure the establishment and maintenance of any contributory or non contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary Company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish and subsidize and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit or to advance the interests and well being of the Company or of any such other company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
- (p) To purchase, take on lease or in exchange, hire or otherwise acquire any real and 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.
- (q) To build, construct, alter, maintain, enlarge, pull down, remove or replace, and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roadways, tramways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, electric works, and other works and conveniences which may seem calculated directly or indirectly to advance the interests of the Company, and to join with any other person or company in doing any of these things.

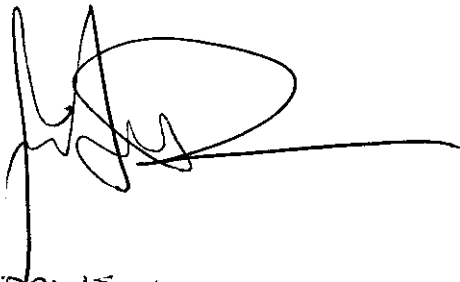
- (r) To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with, all or any part of the property and rights of the Company.
- (s) To vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.
- (t) To sell, lease, mortgage or otherwise dispose of the property, assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, stock, debentures, or other securities of any other company whether or not having objects altogether or in part similar to those of the Company.
- (u) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (v) To procure the Company to be registered or recognised in any part of the world outside the United Kingdom.
- (w) To act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors, or otherwise, and either alone or jointly with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (x) To guarantee support and/or secure either with or without consideration the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any company or person and in particular (but without prejudice to the generality of the foregoing) of any company which is, for the time being the company's holding company as defined by Section 736 of the Companies Act 1985 or another subsidiary, as defined by the said section of the company's holding company or otherwise associated with the company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage or charge the undertaking and all or any of the real and personal property and assets present or future, to issue debentures and debenture stock and collateral or further to secure any securities of the company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- (y) Subject to and in accordance with due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act 1985 ("the Act") (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1) (a) of

the Act) for any such purpose as is specified in Section 151(1) and/or 151(2) of the Act.

- (z) To do all such 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

- (a) the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and
- (b) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no ways be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph 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 paragraphs defined the objects of a separate and distinct company.
4. The liability of the members is limited.
5. The Company's share capital is £50,000 divided into 500,000 Ordinary Shares of £0.10 each.

A handwritten signature in black ink, appearing to be 'J.A. Dawson', with a long horizontal line extending to the right.

J.A. DAWSON
CHAIRMAN

The Companies Act 1985
Company Limited by Shares
ARTICLES OF ASSOCIATION
of
PRESTIGE SYSTEMS LIMITED

Adopted on 15TH AUGUST 2005

Interpretation

1. In these Articles, if not inconsistent with the subject or context:

'ACT' means the Companies Act 1985 as amended or re-enacted from time to time;

'TABLE A' means Table A in the Schedule to the Companies (Tables A-F) Regulations 1985.

Table A

2. The regulations contained in Table A apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.
3. Regulations 8, 24, 40, 41, 50, 59, 64, 73 to 78, 80, 89, 94 and 118 of Table A do not apply to the Company.

Single Member Private Limited Companies

4. Subject to the provisions of the Act and the Companies (Single Member Private Limited Companies) Regulations 1992 and the modifications and amendments set out therein in respect of one member companies the Company may have only one member for carrying on business.
5. In accordance with Section 352A of the Act if the number of members of the Company falls to one there shall upon the occurrence of that event be entered into the Company's register of members with the name and address of the sole member:-
- (i) a statement that the Company has only one member, and
 - (ii) the date on which the Company became a Company having only one member.

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If the membership of the Company increases from one to two or more members there shall upon the occurrence of that event be entered in the Company's register of members, with the name and address of the person who was formerly the sole member, a statement that the Company has ceased to have only one member together with the date on which that event occurred.

Share Capital

6. The Share Capital of the Company is £50,000 divided into 500,000 Ordinary Shares of £0.10 each. All such shares shall rank *pari passu* in all respects.
7. The directors are unconditionally authorised to allot, create, deal with or otherwise dispose of relevant securities (within the meaning of section 80(2) of the Act) to such persons (including any director) on such terms and at such times as they think fit, but no shares shall be issued at a discount.
8. The maximum nominal amount of share capital which the directors may allot or otherwise dispose of in accordance with article 7 is the nominal amount of unissued shares from time to time.
9. The authority conferred on the directors by articles 7 and 8 shall remain in force for a period of 5 years from the date of incorporation of the Company. This authority may be renewed by the Company in general meeting in accordance with section 80 of the Act.
10. The provisions of section 89(1) of the Act do not apply to the Company.
11. Subject to the provisions of the Act, Regulation 35 of Table A and in particular of Sections 162 and 171 of the Act, the Company may purchase its own shares and make a payment in respect of the redemption or purchase of its own shares.

Lien

12. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a member or not and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it.

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Transfer of Shares

13. A Share may be transferred by a member or other person entitled to transfer the same (hereinafter called "the Proposing Transferor") to any member selected by the Proposing Transferor, or to any partner, child or other issue, son-in-law, daughter-in-law, his or her father or mother or to any lineal descendant of his or her father or mother or to his or her wife or husband. Any share of a deceased member may be transferred by his executors or administrators to any partner, child or other issue, son-in-law, daughter-in-law, the father or mother lineal descendants of the father and mother or the widow or widower of such deceased member. Shares standing in the name of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of the will.
14. Except where the transfer is made pursuant to the preceding Article the Proposing Transferor shall give notice in writing (hereinafter called "the Transfer Notice") to the Company that he desires to transfer the same. Such notice shall constitute the Company his agent for the sale of the share to the Company, or in the event of the Company not electing to purchase, to any member of the Company, or in the event of any share not being taken up to any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership at the fair value to be fixed by the Auditors for the time being of the Company. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each.
15. If the Company within the space of sixty days after being served with such transfer notice shall elect to purchase or shall find a member or persons selected as aforesaid willing to purchase the share (hereinafter called "the Purchaser") and give notice thereof to the Proposing Transferor, he shall be bound upon payment of the fair value, to transfer the share to the Company or to the Purchaser who shall be bound to complete the purchase within fourteen days from the service of such last-mentioned notice.
16. The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any Transfer Notice shall be offered to members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined, every such share shall first be offered to the members in proportion, as nearly as may be, to the number of shares held by them.
17. The Auditors for the time being of the Company shall on the application of the Directors certify in writing the sum which, in their opinion, is the fair value, and such sum shall be deemed to be fair value, and in so certifying the Auditors shall be considered to be acting as experts, and not as arbitrators, and accordingly the Arbitration Act 1996, shall not apply.
18. If in any case the Proposing Transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive

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the purchase money, and shall thereupon cause the purchase by the Company to be recorded, or as the case may be the name of the Purchaser to be entered in the Register as the holder of the share, and shall hold the purchase money in trust for the said Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser, and after his name has been entered in the Register in purported exercise of the aforesaid power or the purchase by the Company has been recorded as the case may be, the validity of the proceedings shall not be questioned by any person. The Proposing Transferor shall in such case be bound to deliver up his certificate for the said shares, and on such delivery be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

19. If the Company shall not within the space of sixty days after being served with the transfer notice purchase the shares or find a purchasing member or person and give notice in manner aforesaid, the Proposing Transferor shall, at any time within six months afterwards, be at liberty to sell and transfer the shares (or those not placed) to any person, and at any price.
20. Subject to the provisions of Article 13 hereof the executors or administrators of any deceased member shall be bound, at any time after the expiration of six months from the date of his death, if and when called upon by the Directors so to do, to give a Transfer Notice in respect of all the shares registered in the name of the deceased member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notice within a period of fourteen days after being so called upon, or should there be no such executors or administrators at the expiration of such period of six months, a transfer notice shall be deemed to have been given and the provisions of this Article shall have effect accordingly.
21. If any member shall be adjudged bankrupt, his trustee in bankruptcy shall be bound forthwith to give to the Company a Transfer Notice in respect of all the shares registered in the name of the bankrupt member, and if default of such transfer notice being given within one month of bankruptcy, the trustee in bankruptcy shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of this Article shall apply accordingly.
22. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

Proceedings at General Meeting

23. At general meetings one person entitled to vote, being a member or a proxy for a member or a duly authorised representative of a corporation shall be a quorum.

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24. A general meeting may consist of a conference, duly convened, between members linked by communication equipment which allows those participating to see, hear and speak to each other and a quorum in that event shall be the same as that provided in Article 23. Such a meeting shall be deemed to take place where the Chairman of the meeting is. A member taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and counted in a quorum accordingly. The expression general meeting in these Articles shall be construed accordingly.
25. If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such day and as such time and place as the directors determine. If at the adjourned meeting a quorum is not present within half an hour from time appointed for the meeting, the members present shall be a quorum.
26. A poll may be demanded at any general meeting by any member entitled to vote at it. Regulation 46 of Table A shall be modified accordingly.
27. On a show of hands or on a poll votes may be given either personally or by proxy.
28. A resolution in writing signed by all the members for the time being entitled to vote at a general meeting shall be as effective for all purposes as an ordinary or special resolution duly passed at a general meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more members.

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Number of Directors

29. Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

Alternate Directors

30. A director (other than an alternate director) may appoint any person to be an alternate director and may remove from office an alternate director appointed by him.
31. When an alternate director is also a director or acts as an alternate director for more than one director, he shall have one vote for every director represented by him (in addition to his own vote if he is himself a director) and, when acting, shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two.

Appointment and Retirement of Directors

32. The directors are not subject to retirement by rotation. The final two sentences of Regulation 79 of Table A do not apply to the Company.
33. The Company may by ordinary resolution appoint a person who is willing to act as a director either to fill a vacancy or as an additional director.
34. There is no age limit for directors of the Company.
35. A director is not required to hold any qualification shares in the Company.

Disqualifications and Removal of Directors

36. Regulation 81 of Table A shall be amended by substituting the following provisions for paragraphs (c) and (e):
 - (c) he becomes, in the opinion of all his co- directors, incapable by reason of mental disorder of discharging his duties as a director; or
 - (e) he is otherwise duly removed from office.

Proceedings of Directors

37. Regulation 88 of Table A shall be amended as follows:-

- (a) by adding to the sentence:-

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom".

the words:

"unless he has given to the Company an address outside the United Kingdom to which notices should be sent".

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- (b) by deleting the sentence:-

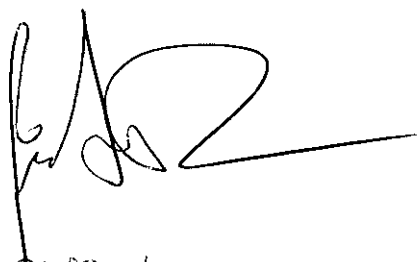
"In the case of an equality of votes, the Chairman shall have a second or casting vote".

38. If and so long as the minimum number of directors specified under these Articles is one:
 - (a) a sole director may exercise all the powers conferred on the directors by the Articles, and shall do so by written resolution under his hand; and
 - (b) regulations 88 and 90 of Table A shall not apply to the Company.

39. A director may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting. Such a meeting shall be deemed to take place where the Chairman of the meeting is.
40. Subject to disclosure in accordance with section 317 of the Act, a director shall be entitled to 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 interests of the Company.
41. A resolution in writing signed by all the directors shall be as effective for all purposes as a resolution passed at a meeting of the directors duly convened and held and may consist of several documents in the like form each signed by one or more of the directors.

Indemnity

42. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company is entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office, including, without limitation, any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part; or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.

A handwritten signature in black ink, appearing to read 'J. A. Dawson', with a long horizontal stroke extending to the right.

J. A. DAWSON
CHAIRMAN.