

Registered Number: 03707286

THE COMPANIES ACTS

PECASO LIMITED
(the "Company")

PRIVATE COMPANY LIMITED BY SHARES

**WRITTEN CONSENT OF ALL THE MEMBERS OF A CLASS
OF SHARES TO A VARIATION OF THEIR CLASS RIGHTS**

**SHAREHOLDERS' WRITTEN RESOLUTIONS
PURSUANT TO SECTION 381A
COMPANIES ACT 1985**

We, the undersigned, being all the members of the Company who, at the date of these resolutions, are entitled to attend and vote at a general meeting of the Company at or before the time at which we were supplied with these resolutions RESOLVE in writing pursuant to section 381A of the Companies Act 1985 as follows:

SPECIAL RESOLUTIONS

- 1 THAT all of the C Ordinary Shares in the capital of the Company be converted into and redesignated as Ordinary Shares and shall have the rights, privileges and restrictions attaching to such shares and will rank pari passu in all respects with the existing Ordinary Shares in the capital of the Company.
- 2 THAT the regulations contained in the document attached (for the purpose of identification marked "A") be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

The date of the resolutions is the date on which the last of us to sign them did so.

.....
Signed by Martin Braun by his attorney
Accenture B.V.

Dated 5 May 2006

.....
Signed by Andreas Fritz by his attorney
Accenture B.V.

Dated 5 May 2006


.....
Signed by Thomas Kastner by his attorney
Accenture B.V.


Dated 5 May 2006

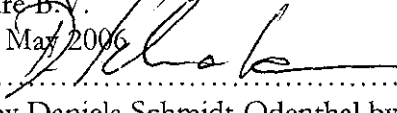
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Signed by Peter Maier-Borst by his
attorney Accenture B.V.

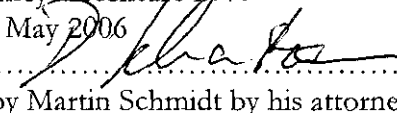
Dated 5 May 2006






Signed by Vinzenz Kremer by his attorney
Accenture B.V.
Dated 5 May 2006

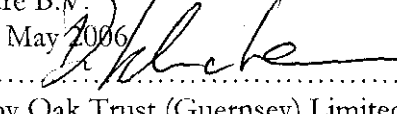

Signed by Neila Jenne by her attorney
Accenture B.V.
Dated 5 May 2006

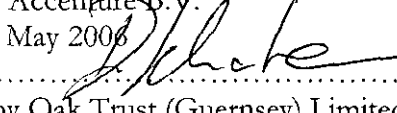

Signed by Daniela Schmidt-Odenthal by
her attorney Accenture B.V.
Dated 5 May 2006

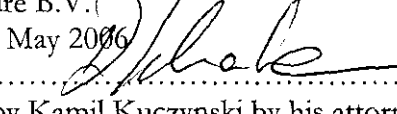

Signed by Martin Schmidt by his attorney
Accenture B.V.
Dated 5 May 2006



Signed by Rosewood Solutions Limited by
its attorney Accenture B.V.
Dated 5 May 2006



Signed by HR Campus AG by its attorney
Accenture B.V.
Dated 5 May 2006



Signed by Oak Trust (Guernsey) Limited as
trustee for Rolling Stone Trust by its
attorney Accenture B.V.
Dated 5 May 2006



Signed by Oak Trust (Guernsey) Limited as
trustee for Mopane Trust by its attorney
Accenture B.V.
Dated 5 May 2006

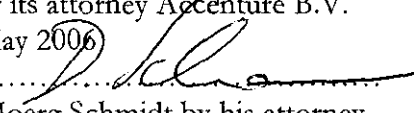

Signed by Kamil Kuczynski by his attorney
Accenture B.V.
Dated 5 May 2006



Signed by Oliver Stegmann by his attorney
Accenture B.V.
Dated 5 May 2006

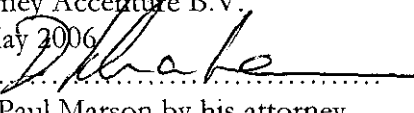

Signed by Frank-Reiner Gross by his
attorney Accenture B.V.
Dated 5 May 2006

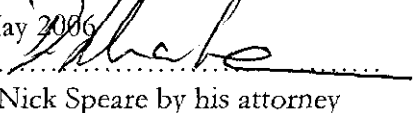

Signed by Tim Bradley by his attorney
Accenture B.V.
Dated 5 May 2006

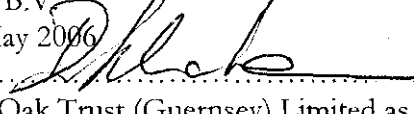

Signed by Walbrook Trustees (Guernsey)
Limited by its attorney Accenture B.V.
Dated 5 May 2006

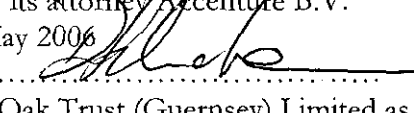

Signed by Joerg Schmidt by his attorney
Accenture B.V.
Dated 5 May 2006

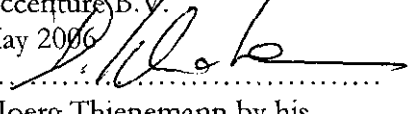

Signed by Larkswood Consultancy Limited
by its attorney Accenture B.V.
Dated 5 May 2006

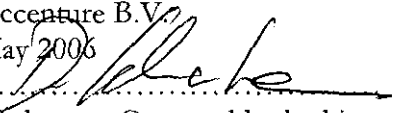

Signed by Paul Marson by his attorney
Accenture B.V.
Dated 5 May 2006

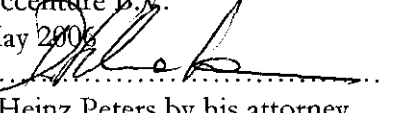

Signed by Nick Speare by his attorney
Accenture B.V.
Dated 5 May 2006


Signed by Oak Trust (Guernsey) Limited as
trustee for Glamis Investment Holdings
Limited by its attorney Accenture B.V.
Dated 5 May 2006


Signed by Oak Trust (Guernsey) Limited as
trustee for Grantham Settlement by its
attorney Accenture B.V.
Dated 5 May 2006


Signed by Joerg Thienemann by his
attorney Accenture B.V.
Dated 5 May 2006

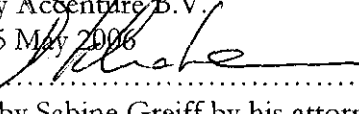

Signed by Johannes Ottenwalder by his
attorney Accenture B.V.
Dated 5 May 2006


Signed by Heinz Peters by his attorney
Accenture B.V.
Dated 5 May 2006

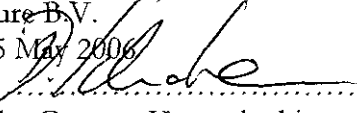


Signed by Malcolm Strickland by his
attorney Accenture B.V.

Dated 5 May 2006


Signed by Sabine Greiff by his attorney
Accenture B.V.

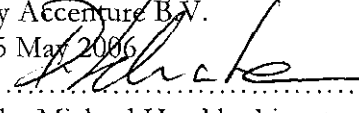
Dated 5 May 2006


Signed by Guenter Koster by his attorney
Accenture B.V.

Dated 5 May 2006


Signed by Marek Dutkiewicz by his
attorney Accenture B.V.

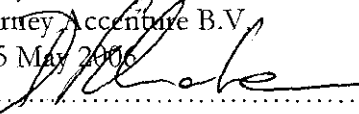
Dated 5 May 2006


Signed by Michael Head by his attorney
Accenture B.V.


Dated 5 May 2006


Signed by Franklin Daniel Rosenkranz by
his attorney Accenture B.V.

Dated 5 May 2006


Signed by Jutta Kastner by his attorney
Accenture B.V.

Dated 5 May 2006

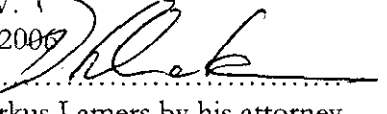

Signed by Yolanda Rojas Carreno by her
attorney Accenture B.V.

Dated 5 May 2006



Signed by Richard Cook by his attorney
Accenture B.V.

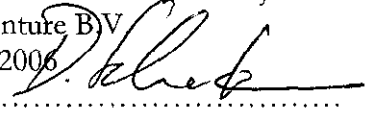
Dated 5 May 2006


Signed by Markus Lamers by his attorney
Accenture B.V.

Dated 5 May 2006


Signed by Hans-Martin Ehmann by his
attorney Accenture B.V.

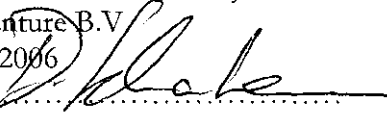
Dated 5 May 2006


Signed by Unihold International Holdings
Limited by its attorney Accenture B.V.


Dated 5 May 2006


Signed by Matthew O'Sullivan by his
attorney Accenture B.V.

Dated 5 May 2006


Signed by Annette Braun by her attorney
Accenture B.V.

Dated 5 May 2006


Signed by Ina Isabella Bezner by her
attorney Accenture B.V.

Dated 5 May 2006

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

PECASO LIMITED*

(Adopted by written resolution passed on May 5, 2006)

PRELIMINARY

1. (A) The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) ("**Table A**") apply to the Company except to the extent that they are excluded or modified by these articles.
- (B) The regulations of Table A numbered 24, 38, 60, 61, 64, 70, 73, 74, 75, 76, 77, 78, 80, 81, 82, 83, 84, 87, 90, 94, 95, 96, 97, 98, 115 and 118 do not apply. The regulations of Table A numbered 37, 46, 53, 57, 59, 62, 66, 67, 68, 72, 79, 85, 88, 89, 105, 107, 110, 112 and 116 are modified. The regulations of Table A numbered 88, 91 and 93 are excluded if and for so long as there is a sole director of the Company. The regulation of Table A numbered 89 is modified if and for so long as there is a sole director of the Company. The regulations of Table A numbered 40 and 54 are modified if and for so long as the Company has only one member. Subject to these exclusions and modifications, and in addition to the remaining regulations of Table A, the following are the articles of association of the Company.
- (C) Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose.

* Pursuant to a special resolution passed on 29 September 2000 the name of the Company was changed to Pecaso Limited.

Pursuant to a special resolution passed on 10 December 1999 the name of the Company was changed to Unihold International Limited

PRIVATE COMPANY

2. The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

3. The authorised share capital of the Company at the date of adoption of the articles is £694,387.84 divided into 69,438,783 ordinary shares of £0.01 each*.
4. (A) Subject to the provisions of the Act and section 18 of these Articles, the directors have general and unconditional authority to allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of any unissued shares of the Company (whether forming part of the original or any increased share capital) to such persons, at such times and on such terms and conditions as the directors may decide but no share may be issued at a discount.

(B) Subject to section 18 of these Articles, the directors have general and unconditional authority, pursuant to section 80 of the Act, to exercise all powers of the Company to allot relevant securities for a period expiring on the fifth anniversary of the date of adoption of this article unless previously renewed, varied or revoked by the Company in general meeting

(C) The maximum amount of relevant securities which may be allotted pursuant to the authority conferred by paragraph (B) is the amount of the authorised but as yet unissued share capital of the Company at the date of adoption of this article.

(D) By the authority conferred by paragraph (B), the directors may before the authority expires make an offer or agreement which would or might require relevant securities of the Company to be allotted after it expires and may allot relevant securities in pursuance of that offer or agreement.
5. The pre-emption provisions of section 89(1) of the Act and the provisions of sub-sections (1) to (6) inclusive of section 90 of the Act do not apply to any allotment of the Company's equity securities.

TRANSFERS

6. The directors may refuse to register the transfer of a share which is not fully paid up to a person of whom they do not approve and they may decline to register the transfer of a share on which the Company has a lien. They may also decline to register a transfer unless it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors

* Pursuant to a special resolution passed on 5 May 2004 the authorised share capital of the Company was increased from £480,507.51 to £694,387.84 divided into 48,050,750 ordinary shares of £0.01 each and 21,388,033 C Ordinary Shares of £0.01 (the "C Ordinary Shares") each and 1 redeemable deferred share of £0.01.

Pursuant to a written resolution, passed on 5 May 2006 all of the C Ordinary Shares in the capital of the Company were converted in Ordinary Shares. On 5 May 2006, the redeemable deferred share was redeemed.

may reasonably require to show the right of the transferor to make the transfer. If the directors refuse to register a transfer they shall notify the transferee of such refusal within two months after the date on which the transfer was lodged with the Company.

GENERAL MEETINGS

7. Regulation 37 of Table A is modified by the deletion of the words "eight weeks" and the substitution for them of the words "28 days".

NOTICE OF GENERAL MEETINGS

8. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution must be called by at least 21 clear days' notice. All other extraordinary general meetings must be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
 - (a) in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the members entitled to attend and vote at that meeting; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being:
 - (i) a majority together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act; or
 - (ii) if no such elective resolution is in force, a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

The notice must specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, must specify that the meeting is an annual general meeting.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice must be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

PROCEEDINGS AT GENERAL MEETINGS

9. A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote and regulation 46 of Table A is modified accordingly.
10. Regulation 53 of Table A is modified by the addition at the end of the following sentence: "If a resolution in writing is described as a special resolution or as an extraordinary resolution, it has effect accordingly."
11. A member may validly participate in a general meeting in person or by proxy through the medium of video conferencing, conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A member participating in this way is deemed to be

present in person or by proxy at the meeting and is counted in a quorum and entitled to vote. The Company shall be entitled to make any such arrangements as it sees fit to allow persons participating in any such meeting to communicate their vote to the Company by electronic means. Subject to the Act, all resolutions passed in this way are for the purposes of the articles deemed to be validly and effectively passed at a general meeting although fewer than two members are physically present at the same place. The meeting is deemed to take place where the Chairman of the meeting then is.

VOTES OF MEMBERS

12. Regulation 57 of Table A is modified by the inclusion after the word "shall" of the phrase ", unless the directors otherwise determine,".
13. Regulation 59 of Table A is modified by the addition at the end of the following sentence: "Deposit or delivery of a form of appointment of proxy does not preclude a member from attending and voting at the meeting or at any adjournment of it.".
14. The appointment of a proxy must be in any usual form or in any other form which the directors may approve and must be executed by or on behalf of the appointor.
15. Regulation 62 of Table A is modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post to", by the substitution in paragraph (a) of the words "at any time" in place of "not less than 48 hours", by the substitution in paragraph (aa) of the words "at any time" in place of "not less than 48 hours" and by the substitution in paragraph (b) of the words "at any time" in place of "not less than 24 hours".
16. A company which is a member may, by resolution of its directors or other governing body, whether or not expressed to be pursuant to any provision of the Act, authorise one or more persons to act as its representatives at a meeting or at a separate meeting of the holders of a class of shares (a "**representative**"). Each representative is entitled to exercise on behalf of the company (in respect of that part of the company's holding of shares to which the authorisation relates) those powers that the company could exercise if it were an individual member. The company is for the purposes of the articles deemed to be present in person at a meeting if a representative is present. All references to attendance and voting in person shall be construed accordingly. A director, the secretary or other person authorised for the purpose by the secretary may require a representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

RESERVED MATTERS

17. Any resolution, action or step relating to any of the Reserved Matters shall require the approval of the members in advance by either the passing of a special resolution or the consent in writing executed by members holding not less than 75% of the amount of issued share capital of the Company (each, a "**Members Instruction**");
18. The following shall constitute the Reserved Matters:

- (a) **Leases:** entering into any lease for real property by the Company or any of its subsidiaries;
- (b) **Constitution:** any change in the memorandum and articles of association;
- (c) **Capital Structure:** any buy back or redemption of shares by the Company or any of its subsidiaries;
- (d) **Rights of Members:** any change in the rights attaching to any class of share or other security;
- (e) **Allotment of Shares:** the issue of further shares by the Company or any of its subsidiaries, or the creation of any options to subscribe for or acquire any shares in the Company or any of its subsidiaries;
- (f) **Debentures:** the issue by the Company or any of its subsidiaries of any debenture, bonds, loan stock (whether secured or unsecured) or any other securities;
- (g) **Encumbrances:** the creation of any mortgage, charge, lien, encumbrance or other third party right over any of the Company's assets or any assets of any of its subsidiaries other than a retention of title over any goods supplied by a third party supplier;
- (h) **Change to Accounting Policies:** the establishment of and the making of a significant change to the accounting policies of the Company or any subsidiary of the Company other than those required to be made at law or by the United Kingdom professional accounting standards or those requested by Accenture Ltd's Chief Financial Officer;
- (i) **Financial Reporting:** changes to the financial reporting policies, establishment of capital reserves, payment of profits or dividends;
- (j) **Business Plans:** the adoption of and the making of any material change (10% or more) to the business plans of the Company or any of its subsidiaries and engaging in any transaction by the Company or one of its subsidiaries which would result in a material deviation from the business plan as adopted for such entity from time to time;
- (k) **Liquidation:** proposal to wind-up the Company or the appointment of a liquidator of the Company;
- (l) **Merger:** the merger or amalgamation of the Company with any other company;
- (m) **Valuations:** the adoption of valuations of the Company's business and assets;
- (n) **Licenses over Intellectual Property:** the grant of an exclusive license of all or substantially all of the intellectual property of the Company or any subsidiary of the Company to any third party;

- (o) **Equity/Partnership Interests:** negotiating and entering into any arrangement for any joint venture or partnership by the Company or any of its subsidiaries or for any acquisition by the Company or any of its subsidiaries of any equity interest in another company or undertaking or the acquisition of any business or part thereof from another undertaking;
- (p) **Client Contracts:** entering into any contract or series of contracts (and subsequent amendments thereto) by the Company or any of its subsidiaries with any client with a revenue stream to the Company or any of its subsidiaries with a value of more than £1,000,000;
- (q) **Disposal of Assets:** the assignment, sale or other disposal in any 12 month period of any asset or related group of assets of the Company or any of its subsidiaries (i) having a net book value in aggregate of £1,000,000 or more, or (ii) otherwise for consideration which is less than market value, or (iii) any asset material to the business of the Company or any of its subsidiaries;
- (r) **Acquisition of Assets:** acquiring assets for the benefit of the Company or any of its subsidiaries (i) having a value in excess of £500,000, or (ii) otherwise for consideration which is more than market value;
- (s) **Third Party Contracts:** entering into any contract or series of contracts (and subsequent amendments thereto) by the Company or any of its subsidiaries to procure third party contract services for an aggregate amount in any year of more than £500,000, including without limitation insurance contracts;
- (t) **Legal Proceedings:** initiation of legal proceedings by the Company or any of its subsidiaries or the defence of any legal or regulatory proceedings or the settlement or compromise of any third party claim against the Company if the amount in controversy exceeds £1,000,000;
- (u) **Auditors:** selection or change of the auditors of the Company and any of its subsidiaries;
- (v) **Disposal of Business:** assignment, transfer, sale or other disposal of any business or part thereof, or line of business of the Company or any of its subsidiaries;
- (w) **Arms Length Transactions:** entering into an arrangement or incurring a liability with any party other than any member of the Accenture Group, which is not on arm's length terms;
- (x) **Name Change:** any change to the name of the Company or trading names of the Company;
- (y) **Directors' and Officers' Remuneration:** any payment of remuneration (including by way of reimbursement of expenses) to directors (in their capacity as such) and other Company officials such as Company Secretary (in their capacity as such), and any material change in the remuneration of the Statutory Auditors of the Company;

- (z) **Directors Liability:** initiation of legal proceedings by the Company against directors and Statutory Auditors; or
 - (aa) **Subsidiaries:** the establishment or closure of branches or subsidiaries in the United Kingdom and abroad;
 - (bb) **Accenture Global Policy Matters:** unless and until otherwise notified to the board of directors, those transactions and actions which are, according to the Accenture Global Policies as applicable from time to time, designated to be a matter within the responsibility of the members;
 - (cc) **Outside the Ordinary Course:** any other matters outside the ordinary course of the business of the Company.
19. The members may also issue a Members Instruction:
- (a) to grant the directors the non-exclusive competence to determine matters which fall outside the ordinary course of the Company's business; or
 - (b) to require the directors to appoint as a legally authorised representative of the Company such person or such group of persons as the members may specify in the Members Instruction.
20. Any Members Instruction shall be subject to Accenture's Global Policies. In the event that there is any conflict between any Members Instruction and any such Global Policies, the Global Policies shall prevail.

NUMBER AND REMUNERATION OF DIRECTORS

21. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) is not subject to any maximum and the minimum number is one. Other than pursuant to a Members Instruction, no director shall be entitled to any remuneration in respect of his directorship. Each director shall waive any rights by law to receive remuneration relating to their office as directors of the Company and shall be required to repay any remuneration received in their capacity as directors to the Company.

ALTERNATE DIRECTORS

22. An alternate director who is absent from the United Kingdom is entitled to receive notice of all meetings of directors and meetings of committees of directors of which his appointor is a member. An alternate director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively. Regulation 66 of Table A is modified accordingly.
23. Regulation 68 of Table A is modified by the addition at the end of the following sentence: "Any such notice may be left at or sent by post or facsimile transmission to the office or another place designated for the purpose by the directors."

POWERS OF DIRECTORS

24. Subject to the provisions of the Act, the memorandum and articles, the Reserved Matters and to any Members Instruction, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. The directors shall comply with any Members Instruction.
25. If any matter arises which is outside of the ordinary course of the Company's business and on which matter no Members Instruction has been issued, the directors shall forthwith approach the members to obtain such Members Instruction.

DELEGATION OF DIRECTORS' POWERS

26. Regulation 72 is modified by the addition at the end of the regulation of the following sentence: "Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision must be construed as permitting the exercise of the power, authority or discretion by the committee."

APPOINTMENT AND REMOVAL OF DIRECTORS

27. The directors are not subject to retirement by rotation. Regulations 73, 74 and 75 of Table A do not apply, and reference in regulations 67 and 84 to retirement by rotation must be disregarded.
28. The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
29. A person appointed by the directors to fill a vacancy or as an additional director is not required to retire from office at the annual general meeting next following his appointment and the last two sentences of regulation 79 of Table A are deleted.
30. The holder or holders of more than half in nominal value of the shares giving the right to attend and vote at general meetings of the Company may remove a director from office and appoint a person to be a director, but only if the appointment does not cause the number of directors to exceed a number fixed by or in accordance with the articles as the maximum number of directors. The removal or appointment is effected by notice to the Company signed by or on behalf of the holder or holders. The notice may consist of several documents in similar form each signed by or on behalf of one or more holders and shall be left at or sent by post or facsimile transmission to the office or such other place designated by the directors for the purpose. The removal or appointment takes effect immediately on deposit of the notice in accordance with the articles or on such later date (if any) specified in the notice.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

31. The office of a director is vacated if:
 - (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director; or
- (d) he resigns his office by notice to the Company; or
- (e) he is for more than six consecutive months absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) has not during that period attended any such meetings instead of him, and the directors resolve that his office be vacated; or
- (f) he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors; or
- (g) he is removed from office by notice given by a member or members under article 30; or
- (h) he does not vote in accordance with a Members Instruction.

DIRECTOR'S APPOINTMENTS AND INTERESTS

- 32. Regulation 85 of Table A is modified by the inclusion of the words "and to Accenture's Global Policies," in the first line after the opening words "Subject to the provisions of the Act".

PROCEEDINGS OF DIRECTORS

- 33. Regulation 88 of Table A is modified by the exclusion of the third sentence and the substitution for it of the following sentences: "Every director must receive notice of a meeting, whether or not he is absent from the United Kingdom. A director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively."
- 34. Regulation 89 of Table A is modified by the replacement of the first sentence with: "The quorum for the transaction of the business of the directors may be fixed by the Company by ordinary resolution and unless so fixed at any other number shall be five."
- 35. A director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of video conferencing, conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the directors or a committee of directors is for the purposes of the articles deemed to be validly and effectively transacted at a meeting of the directors or of a committee of directors although fewer than two directors or alternate directors are physically present at the same place. The meeting is 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 then is. A director may require that the Company make telephone conference call facilities available. The board of directors may resolve to make such arrangements as

it sees fit to allow directors and alternate directors participating in any such meeting to communicate their vote to the board by electronic means.

36. If and for so long as there is a sole director of the Company:
- (a) he may exercise all the powers conferred on the directors by the articles by resolution in writing signed by him or by any other means permitted by the articles or the Act;
 - (b) for the purpose of regulation 89 of Table A the quorum for the transaction of business is one; and
 - (c) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise).
37. Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in respect of which he has, directly or indirectly, an interest or duty. The director must be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote must be counted.

DIVIDENDS

38. The directors may deduct from a dividend or other amounts payable to a person in respect of a share any amounts due from him to the Company on account of a call or otherwise in relation to a share.
39. Regulation 105 of Table A is modified by the inclusion of the words "and in particular (without limitation) of paid up shares, debentures, debenture stock of any other company or loan receivables or in any one or more of such ways" in the second line after the words "shall be satisfied wholly or partly by the distribution of assets".
40. Regulation 107 of Table A is modified by the inclusion of the words "or upon the recommendation of the directors" at the end of the sentence after the words "unless otherwise provided by the rights attached to the share".

CAPITALISATION OF PROFITS

41. The directors may, with the authority of an ordinary resolution of the Company, resolve that any shares allotted under regulation 110 of Table A to any member in respect of a holding by him of any partly-paid shares rank for dividend, so long as those shares remain partly paid, only to the extent that those partly-paid shares rank for dividend and regulation 110 of Table A is modified accordingly.

NOTICES

42. Regulation 112 of Table A is modified by the deletion of the last sentence and the substitution for it of the following: "A member whose registered address is not within the United Kingdom is entitled to have notices given to him at that address or at an address specified by him to which notices may be sent using electronic communications

and in this article "address", in relation to electronic communications, includes any number or address used for the purposes of such communications."

43. A notice sent to a member (or another person entitled to receive notices under the articles) by post to an address within the United Kingdom is deemed to be given:

- (a) 24 hours after posting, if pre-paid as first class, or
- (b) 48 hours after posting, if pre-paid as second class,

and a notice contained in an electronic communication shall be deemed to be given at the expiration of 48 hours after the time it was sent.

A notice sent to a member (or other person entitled to receive notices under the articles) by post to an address outside the United Kingdom is deemed to be given 72 hours after posting, if pre-paid as airmail. Proof that an envelope containing the notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators, shall be conclusive evidence that the notice was given. A notice not sent by post or using electronic communications, but left at a member's registered address is deemed to have been given on the day it was left.

44. Regulation 116 of Table A is modified by the deletion of the words "within the United Kingdom".

INDEMNITY, DEFENCE COSTS AND INSURANCE

45. (A) To the extent permitted by the Act and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director or other officer of the Company (other than any person (whether or not an officer of the Company) engaged by the Company as auditor) shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him (whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise) in relation to the Company or its affairs provided that such indemnity shall not apply in respect of any liability incurred by him:
- (i) to the Company or to any associated company; or
 - (ii) to pay a fine imposed in criminal proceedings; or
 - (iii) to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising); or
 - (iv) in defending any criminal proceedings in which he is convicted; or
 - (v) in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him; or

- (vi) in connection with any application under any of the following provisions in which the court refuses to grant him relief, namely:
 - (a) section 144(3) or (4) (acquisition of shares by innocent nominee); or
 - (b) section 727 (general power to grant relief in case of honest and reasonable conduct).
- (B) In article 45(A)(iv), (v) or (vi) the reference to a conviction, judgment or refusal of relief is a reference to one that has become final. A conviction, judgment or refusal of relief becomes final:
 - (i) if not appealed against, at the end of the period for bringing an appeal, or
 - (ii) if appealed against, at the time when the appeal (or any further appeal) is disposed of.

An appeal is disposed of:

- (i) if it is determined and the period for bringing any further appeal has ended, or
- (ii) if it is abandoned or otherwise ceases to have effect.
- (C) In article 45, "associated company", in relation to the Company, means a company which is a subsidiary of the Company, or a holding company of or a subsidiary of any holding company of the Company.
- (D) Without prejudice to article 45(A) or to any indemnity to which a director may otherwise be entitled, and to the extent permitted by the Act and otherwise upon such terms and subject to such conditions as the directors may in their absolute discretion think fit, the directors shall have the power to make arrangements to provide a director or any other officer of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with an application under section 144(3) or (4) (acquisition of shares by innocent nominee) or section 727 (general power to grant relief in case of honest and reasonable conduct) or to enable a director or any other officer of the Company to avoid incurring any such expenditure.

SOLE MEMBER

46. If and for so long as the Company has only one member:

- (a) in relation to a general meeting, the sole member or a proxy for that member or (if the member is a corporation) a duly authorised representative of that member is a quorum and regulation 40 of Table A is modified accordingly;
- (b) a proxy for the sole member may vote on a show of hands and regulation 54 of Table A is modified accordingly;

- (c) the sole member may agree that any general meeting, other than a meeting called for the passing of an elective resolution, be called by shorter notice than that provided for by the articles; and
- (d) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise).

Registered Number: 03707286

THE COMPANIES ACTS

PECASO LIMITED
(the "Company")


PRIVATE COMPANY LIMITED BY SHARES

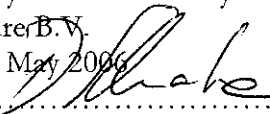
**WRITTEN CONSENT OF ALL THE MEMBERS OF A CLASS
OF SHARES TO A VARIATION OF THEIR CLASS RIGHTS**


We, being all the holders of the C Ordinary Shares of 1p each (the "C Shares") in the capital of the Company hereby consent to the special resolutions attached hereto being passed.

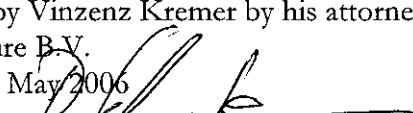
We hereby confirm that insofar as any matters referred to in or arising from the special resolutions may constitute a variation, alteration or abrogation of any of the special rights at present attaching to the said C Shares, we consent to the same and direct and authorise the directors to act pursuant to such resolutions.

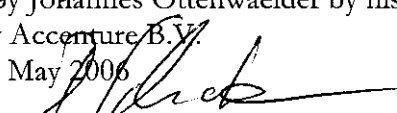
The date of this consent is the date on which the last of us to sign this consent did so.

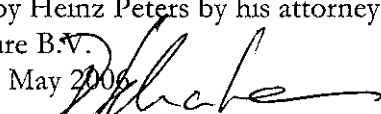

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Signed by Martin Braun by his attorney
Accenture B.V.
Dated 5 May 2006

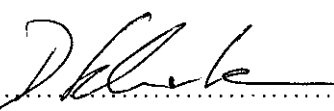

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Signed by Andreas Fritz by his attorney
Accenture B.V.
Dated 5 May 2006

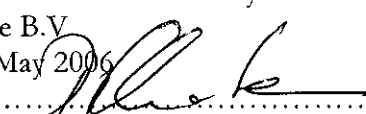

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Signed by Vinzenz Kremer by his attorney
Accenture B.V.
Dated 5 May 2006

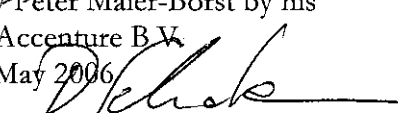

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Signed by Johannes Ottenwaelder by his
attorney Accenture B.V.
Dated 5 May 2006

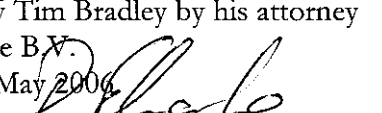

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Signed by Heinz Peters by his attorney
Accenture B.V.
Dated 5 May 2006

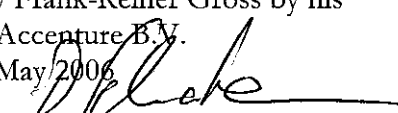

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Signed by Hans-Martin Ehmann by his
attorney Accenture B.V.
Dated 5 May 2006

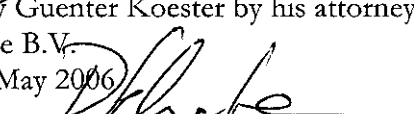

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Signed by Thomas Kastner by his attorney
Accenture B.V.
Dated 5 May 2006



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Signed by Peter Maier-Borst by his
attorney Accenture B.V.
Dated 5 May 2006



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Signed by Tim Bradley by his attorney
Accenture B.V.
Dated 5 May 2006


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Signed by Frank-Reiner Gross by his
attorney Accenture B.V.
Dated 5 May 2006


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Signed by Guenter Koester by his attorney
Accenture B.V.
Dated 5 May 2006


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Signed by Michael Head Derwent by his
attorney Accenture B.V.
Dated 5 May 2006


Signed by Matthew O'Sullivan by his
attorney Accenture B.V.
Dated 5 May 2006


Signed by Franklin Daniel Rosenkranz by
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Dated 5 May 2006

Registered Number: 03707286

THE COMPANIES ACTS

PECASO LIMITED
(the "Company")


PRIVATE COMPANY LIMITED BY SHARES

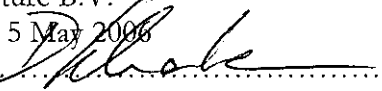
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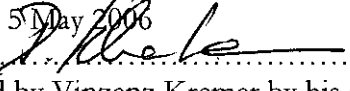
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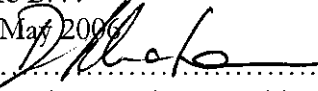
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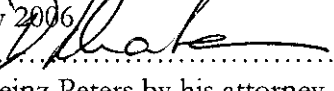
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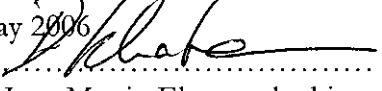

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Signed by Martin Braun by his attorney
Accenture B.V.
Dated 5 May 2006



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Signed by Andreas Fritz by his attorney
Accenture B.V.
Dated 5 May 2006

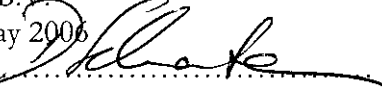

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Signed by Vinzenz Kremer by his attorney
Accenture B.V.
Dated 5 May 2006

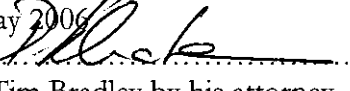

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Signed by Johannes Ottenwaelder by his
attorney Accenture B.V.
Dated 5 May 2006



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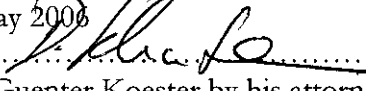

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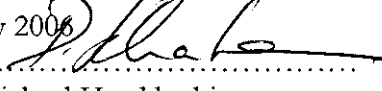

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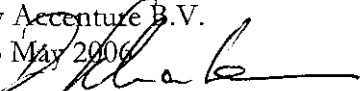

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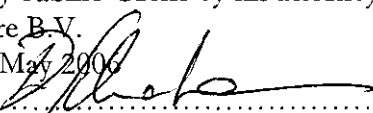

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Signed by Malcolm Strickland by his
attorney Accenture B.V.
Dated 5 May 2006


Signed by Sabine Greiff by his attorney
Accenture B.V.
Dated 5 May 2006


Signed by Marek Dutkiewicz by his
attorney Accenture B.V.
Dated 5 May 2006


Signed by Franklin Daniel Rosenkranz by
his attorney Accenture B.V.
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Signed by Richard Cook by his attorney
Accenture B.V.
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Signed by Markus Lamers by his attorney
Accenture B.V.
Dated 5 May 2006