

Cambridge Scientific Solutions Limited

Registered Number : 4387799

The Companies Act 1985

COPY

resolution of the type and in the terms specified below as passed by the members of the Company named above in writing on 20th January 2004

Special Resolution

Alteration of Articles

THAT the present Articles of Association be abrogated and thereupon replaced by adopting the new Articles, a copy of which is attached hereto

Signed
Company Secretary

Dated 20th day of JANUARY 2004



Cambridge Scientific Solutions Ltd Articles of Association

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

Articles of Association of "Cambridge Scientific Solutions Limited"
(as amended by a written resolution passed on the day of 2004)

1. Preliminary

- 1.1 The rules governing the conduct of the Company's affairs can be found in "Table A" in the Schedule to the Companies (Tables A to F) Regulations ("Table A") as amended. The regulations constituting Table A shall apply to the Company except in so far as they are excluded or amended by these Articles.

2. Share Capital

- 2.1 The original share capital of the Company is £3,000 divided into 3,000 ordinary shares of £1.

3. Transfer of Shares

- 3.1 Any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any Member or Members willing to purchase the same (hereinafter called "the purchasing Member") at the price specified therein or at the fair value certified in accordance with Clause 3.3 below (which shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.
- 3.2 The shares comprised in any transfer notice shall be offered to the Members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the

date of the offer notice, provided that if a certificate of fair value is requested under Clause 3.3 below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the Members or until the expiry of the period specified in the offer notice whichever is the later. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

- 3.3 Any Member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the request of the proposing transferor or any Member an independent accountant to be appointed by agreement between the parties or in the absence of agreement nominated by the President of the Institute of Chartered Accountants in the country of the situation of its registered office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the Auditor shall include any person so appointed or nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying the fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.
- 3.4 If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in Clause 3.2 above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing Members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to be purchasing Members.

- 3.5 If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Members. The Company shall pay the purchase money into a separate bank account.
- 3.6 If the Company shall not give a sale notice to the proposing transferor within the time specified in Clause 3.4 above, he shall, during the period of three months next following the expiry of the time so specified, be at liberty to transfer all or any of the shares comprised in the transfer notice to any person or persons but in that event the Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any such transfer and Clause 24 in Table A shall, for these purposes, be modified accordingly.
- 3.7 In the application of Clauses 29 to 31 (inclusive) in Table A to the Company:-
- (i) any person becoming entitled to a share in consequence of bankruptcy of a Member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;
 - (ii) if a person so becoming entitled shall not have given a transfer notice in respect of any share within six months of the bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days of such notice to give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously given a transfer notice and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to Clause 3.1 of this Article relating to those shares in respect of which he has still not done so;
 - (iii) where a transfer notice is given or deemed to be given under this Clause 3.7 and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified in writing by the Auditors in accordance with Clause 3.3 of this Article as the fair value thereof.
- 3.8 Whenever any member of the Company who is employed by the Company in any capacity (whether or not he is also a Director) ceases to be employed by the Company or where he is a Director ceases to be a Director of the Company otherwise than by reason of his death the Director's may at anytime not later than 6 months after his ceasing to be employed or ceasing to be a Director resolve that such member retires and thereupon he shall (unless he has already served a transfer notice) be deemed to have served a transfer notice pursuant to clause 3.1 above and to have specified therein the fair value to be certified in accordance with 3.3 above. Notice of the passing of such resolution shall forthwith be given to the member affected thereby.

4. Votes of Members

- 4.1 In regulation 54 of Table A there shall be inserted after the second occurrence of the words "every member" the words "present in person or by proxy".

5. Appointment of Directors

5.1 No person shall be appointed a Director at any General Meeting unless:-

(a) they are recommended by the Directors; or

(b) not less than fourteen nor more than thirty five clear days before the date appointed for the General Meeting notice executed by a Member qualified to vote at the General meeting has been given to the Company of the intention to propose that person for appointment together with notice executed by that person of his willingness to be appointed.

5.2 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.

5.3 The Directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.

6. Directors' Votes

6.1 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

7. The seal

7.1 The Company shall not have a seal.

7.2 Regulation 101 of Table A shall not apply to the Company.

7.3 The regulations set out in Regulation 6 of Table A governing the sealing of share certificates shall not apply.

Signatures, names and addresses of subscribers

Name Martin William Greenaway

Address 1 Moor Barns Farm Cottage
Madingley Road, Coton
Cambridge

Signature M Greenaway

Name Darren Dale Radford

Address 33 Glebe Road, Cambridge

Signature D Radford

Name Konstantinos Tsembelis
Address 4 Farringford Close, Cambridge
Signature K Tsembelis

Dated 28th day of February 2002

Witness to the above signatures:

Name Michael-John Gifford
Address 110 Vinery Road, Cambridge
Signature Michael John Gifford