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Dickinson Dees LLP
DICKINSON DEES LLP

COMPANY NUMBER 7172985

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

PEART INVESTMENT LIMITED

Circulation date *17 June 2010*

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (as amended), we the undersigned eligible members of the Company entitled to receive notice of and to attend and vote at general meetings of the Company on the above circulation date hereby pass the following resolutions as written resolutions and agree that if duly passed, they shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held

SPECIAL RESOLUTIONS

- 1 That the name of the Company be changed to Peart IT Services Limited
- 2 That the articles of association of the Company be changed by the insertion of the following article 11 into the articles of association of the Company, and the renumbering of all the subsequent articles

11. PRE-EMPTION ON TRANSFER

- 11 1 Except in the case of a transfer of shares permitted by the provisions of this article, no transfer, disposal, charge, mortgage, assignment or other dealing in any shares or any interest or right therein shall occur (and "transfer of shares" shall be construed accordingly in these Articles)
- 11 2 Any member who wishes to transfer shares or any interest in shares (a "Seller") shall give to the Company notice thereof in writing (a "Transfer Notice") Subject as mentioned in the following provisions, a Transfer Notice shall constitute the directors as the Seller's agents for the sale of the shares specified in the Transfer Notice (the "Sale Shares") at the Sale Price and during the period expiring on the date that the procedure contemplated by this article 11 has been exhausted (the "Prescribed Period") in accordance with the following provisions of this article 11
- 11 3 Except as provided in article 11 6, a Transfer Notice once given or required to be given or deemed to have been given shall not be revocable except with the consent of all of the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Seller bears all costs arising therefrom
- 11 4 The expression "Sale Price" shall mean in respect of each Sale Share such sum per share as shall be agreed between the Seller and the directors (which sum must be a fixed and certain sum) or, failing agreement being reached within 28 days of service of the Transfer Notice, the following shall apply -
 - 11 4 1 the matter shall be referred immediately by either the Seller or the directors to the auditors of the Company The auditors shall be deemed to be acting as an

expert and not as an arbitrator and accordingly the Arbitration Act 1996 (or any statutory modification or re-enactment of it) shall not apply. The decision of the auditors shall be final and conclusive and shall be binding upon both the Seller and the directors,

- 11 4 2 the auditors shall be instructed to produce a certificate showing the value of the Sale Shares for the purposes of this article 11 4 and that value must be a fixed and certain sum,
 - 11 4 3 the auditors shall be required to consider all representations as to valuation or otherwise made in writing by either the Seller or the directors,
 - 11 4 4 the Sale Price shall be computed by reference to the fair selling value of the Sale Shares on the open market as between a willing seller and a willing purchaser by reference to the value of the whole of the issued share capital of the Company and not taking account as to whether or not the Sale Shares represent a majority or minority of the shares and not taking account of the restrictions on the transferability of the Sale Shares,
 - 11 4 5 the auditors shall take into account all relevant circumstances and shall have absolute and unfettered discretion as to the weight they shall give thereto, and
 - 11 4 6 the auditors shall also determine which of the Seller and the Company or in what proportions they shall bear the costs of the reference including the costs, fees and expenses of professional experts whom he may consult and the auditors' out of pocket payments and expenses. Such costs shall, in the absence of any determination by the auditors, be borne as to one half by the Seller and as to one half by the Company
- 11 5 If the auditors decline to act or fail to produce the certificate as required by article 11 4 2, the matter shall be referred immediately by either the Seller or the directors to a Referee to be agreed between the Seller and the directors and in default of agreement within 28 days to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of either the Seller or the directors. If a Referee is appointed, the provisions of article 11 4 shall apply to the Referee as if references to "the auditors" in article 11 4 were replaced by references to "the Referee" and the procedure set out in article 11 4 shall be followed by the Referee in determining the Sale Price
- 11 6 In the event of the Sale Price determined as aforesaid not being acceptable to the Seller he may give notice in writing to the directors within 21 days of the receipt of the certificate as aforesaid and then the Transfer Notice shall be deemed to be withdrawn. If the Seller gives notice under this article 11 6 he shall bear the whole of the fees and expenses of any such certificate as aforesaid
- 11 7 Upon the Sale Price being agreed or determined and provided the Seller does not give notice of withdrawal under article 11 6 the directors shall immediately by notice in writing offer the Sale Shares at the Sale Price. Such offer shall first be made to the other members of the Company. To the extent that such offers are not accepted in whole or in part the remaining Sale Shares shall then be offered by the Company at the Sale Price within seven days of the closing of the initial offer to members of the Company that accepted the initial offer. Each such offer shall specify a time (not being less than 21 days in the case of an initial offer and 14 days in the case of a subsequent offer and not more than 42 days in either case) (the "Acceptance Period") within which it must be accepted failing which it shall lapse. In the case of competition in respect of any such

offer, the Sale Shares so offered shall be allocated to the acceptors in proportion (as nearly may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holding of the relevant class or classes of shares

- 11 8 If within the Acceptance Period the other members accept the offer of all of the Sale Shares or any of them at the Sale Price and on the basis set out in article 11 7 (the "Transferees"), the directors shall immediately give notice in writing (the "Acceptance Notice") of such acceptance to the Seller and the Transferees and shall specify in such notice the place and time (being not earlier than seven and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares shall be completed. If the Transfer Notice stated that the Seller is not willing to transfer part only of the Sale Shares or less than a specified number of Sale Shares, the obligation in this article 6 8 to transfer shall not apply unless the directors shall have found Transferees for the whole of the Sale Shares or not less than such specified number
- 11 9 The Seller shall be bound to transfer the Sale Shares to the Transferees at the time and place specified in the Acceptance Notice when payment of the Sale Price for the Sale Shares shall be made to the directors as agents for the Seller and share certificates in respect of the relevant Sale Shares shall be delivered to the directors. The Seller shall be deemed to transfer the Sale Shares with full title guarantee free from all encumbrances and shall deliver to the directors on behalf of the Transferees duly executed stock transfer forms in respect of and certificates for the Sale Shares. If the Seller shall fail to transfer the Sale Shares the chairman of the Company or some other person appointed by the directors shall be deemed to have been authorised by the Seller to execute, complete and deliver, in the name and on behalf of the Seller, a transfer of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferees shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer (subject to the transfer being duly stamped) the Transferees shall be entitled to insist upon their names being entered in the register of members as the holders by transfer of the Sale Shares. The Company shall hold the purchase money in trust for the Seller but shall not be bound to earn or pay interest on it and shall act on behalf of the Seller in settling any fees or expenses falling to be borne by him. After the names of the Transferees have been entered in the register of members in purported exercise of the powers referred to above the validity of the proceedings shall not be questioned by any person
- 11 10 If the offer of the Sale Shares at the Sale Price shall not be taken up in whole or in part by the Transferees within the Acceptance Period or if the directors shall within the Prescribed Period give to the Seller notice in writing that the directors have no prospect of finding Transferees, then the Sale Shares (or the remaining Sale Shares, as the case may be) shall be offered for re-purchase by the Company at the Sale Price subject to the Act but any such re-purchase must be completed within six weeks of the Sale Shares being so offered. If the Company does not so re-purchase then the Seller for a period of three months thereafter shall be at liberty to transfer all (but not part only) of any remaining Sale Shares to any person who is not a member of the Company at a price not being less than the Sale Price (after deducting, where appropriate, any dividend or other distribution declared or made in respect of the Sale Shares after the giving of the Transfer Notice and to be retained by the Seller) and otherwise on the terms set out in the Transfer Notice provided that the directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfers without any deduction, rebate or allowance of any kind (other than in respect of any dividend or other distribution are referred to above) to the proposed

purchasers and if not so satisfied may refuse to register the relevant instrument of transfer

11 11 If a member sells, deals or otherwise disposes of any Shares or any interest therein or rights attaching thereto (whether or not for consideration or otherwise) otherwise than in accordance with these Articles, then a Transfer Notice shall be deemed to have been served in respect of all of the shares held by that member



for and on behalf of
Peart Fencing Limited

Date 17/6/10

Note

An ordinary resolution will be passed once members representing a simple majority of the total voting rights of eligible members signify their agreement to it. A special resolution will be passed once members representing 75% of the total voting rights of eligible members signify their agreement to it. In each case, the requisite percentage must be achieved within the period of 28 days beginning on the circulation date specified above.

If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by hand delivery, post, fax or email.



FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 7172985

The Registrar of Companies for England and Wales hereby certifies that
under the Companies Act 2006:

PEART INVESTMENT LIMITED

a company incorporated as private limited by shares; having its registered
office situated in England/Wales; has changed its name to:

PEART IT SERVICES LIMITED

Given at Companies House on **24th June 2010**



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES