



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 6907584

The Registrar of Companies for England and Wales hereby certifies that

PRISYMID SUPPORT SERVICES HOLDINGS LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House on **16th May 2009**



N06907584Q



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

032260/20

THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

PRISYMIID SUPPORT SERVICES HOLDINGS LIMITED

WEDNESDAY



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13/05/2009
COMPANIES HOUSE

1. The Company's name is " PrisyMIID Support Services Holdings Limited".
2. The Company's registered office is to be situated in England and Wales.
- 3.1 The object of the Company is to carry on business as a general commercial company.
- 3.2 Without prejudice to the generality of the object and the powers of the Company derived from section 3A of the Act the Company has power to do all or any of the following things:-
 - 3.2.1 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - 3.2.2 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - 3.2.3 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
 - 3.2.4 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

3.2.5 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

3.2.6 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

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

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

3.2.9 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

3.2.10 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

3.2.11 To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

3.2.12 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

3.2.13 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of

undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

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

3.2.15 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

3.2.16 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

3.2.17 To distribute among the members of the Company in kind any property of the Company of whatever nature.

3.2.18 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

3.2.19 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law); and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.

3.2.20 Subject to and in accordance with the provisions of the Act (if and so far as such provisions shall be applicable) to give, directly or indirectly, financial assistance for the acquisition of shares or other securities of the Company or of any other company or for the reduction or discharge of any liability incurred in respect of such acquisition.

3.2.21 To procure the Company to be registered or recognised in any part of the world.

3.2.22 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

3.2.23 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

3.2.24 AND so that:-

3.2.24.1 None of the provisions set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.

3.2.24.2 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

3.2.24.3 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the members is limited.


5. The Company's share capital is £101 divided into:

- a) 4,745 Founder Shares of 1p each; and
- b) 5,355 A Ordinary Shares of 1p each.

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

Name and address of Subscriber

Number of shares
taken
by the Subscriber


Laytons Management Limited
Carmelite
50 Victoria Embankment
Blackfriars
London
EC4Y 0LS

For Laytons Management Limited

One
Founder Share

Total shares taken

1

Dated 7 MAY 2009

Witness to the above signature

JOHN EGAN
CARMELITE
50 VICTORIA EMBANKMENT
BLACKFRIARS
LONDON EC4Y 0LS



No.

The Companies Acts 1985 - 2006

ARTICLES OF ASSOCIATION

- of -

**PRISYMID SUPPORT SERVICES
HOLDINGS LIMITED**

PRELIMINARY

- 1.(a) The Company is a private company. The regulations contained in Table A, save insofar as they are excluded or varied hereby, or are inconsistent herewith, and the regulations hereinafter contained shall constitute the regulations of the Company.
- (b) Regulations 46, 48-52 inclusive, 54, 59, 73-80 inclusive, 83, 91, 94-96 inclusive and 109 of Table A shall not apply to the Company.

INTERPRETATION

2. The words "and in any Articles adopting in whole or in part the same" shall be inserted after the word "regulations" in the first, seventeenth and nineteenth lines of regulation 1 of Table A.
3. In this Article and in the regulations contained in Table A as adopted and modified by these Articles:-
 - (a) Unless the context otherwise requires the following expressions have the following meanings:-

"acting in concert"	- means acting in concert as that term is defined in the City Code on Takeovers and Mergers in its latest edition from time to time but excluding paragraph (6) of such definition;
"A Ordinary Shares"	- means the A Ordinary Shares of 1p in the capital of the Company having the rights set out in these Articles;
"Controlling Interest"	- means an interest in shares conferring in the aggregate more than sixty percent (or, in the

case of Article 5.2, fifty percent) of the total voting rights conferred by all the Equity Shares for the time being in issue and conferring the right to vote at all general meetings;

- “Directors” - means directors appointed pursuant to Article 20(a) and directors appointed pursuant to Article 20(b);
- “Employee” - means an individual who is from time to time employed by the Company or is a full-time executive director;
- “Employee Shareholder” - means a person who is an Employee and who holds shares;
- “Equity Shares” - means the Founder Shares and the A Ordinary Shares;
- “Founder Shares” - means the Founder Shares of 1p in the capital of the Company having those special rights set out in these Articles;
- “Leaver” - means an Employee Shareholder other than Michael Daw and Barry Cooper who ceases to be an Employee;
- “Mandatory Transfer Notice” - means a transfer notice required to be given or deemed to be given under any provision of these Articles
- “paid up” - means in relation to a share that such share is paid up or credited as fully paid up;
- “relevant securities” - has the meaning ascribed to it by Section 80(2) of the 1985 Act;
- “Sale” - means the acquisition of, or agreement or offer to acquire, (whether or not as part of a single transaction) Shares constituting a Controlling Interest by any person or by any group of persons who are persons acting in concert and who did not previously hold a Controlling Interest;
- “Shares” - means a share in the capital of the Company of whatever class;

- “Table A” - means Table A as prescribed by the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805) amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No. 1052);
- “the 1985 Act” - means the Companies Act 1985 and
- “the 2006 Act” means the Companies Act 2006, but any reference in these Articles to any provision of the 1985 Act or the 2006 Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force
- (b) words importing the singular number shall include the plural and vice versa words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate, unincorporated associations and partnerships.
- (c) references to Articles are references to these Articles and references to paragraphs and sub-paragraphs are, unless otherwise stated, references to paragraphs of the Articles or references to sub-paragraphs of the paragraph in which the reference appears.
4. A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of the regulations of Table A or these Articles.

SHARE CAPITAL AND RIGHTS

5.1 Authorised Capital

The authorised share capital of the Company at the date of adoption of these Articles is £101 divided into:

- (a) 4,745 Founder Shares of 1p each; and
- (b) 5,355 A Ordinary Shares of 1p each.

5.2 Rights Attached to the A Ordinary Shares and Founder Shares

Upon a winding up or return of capital the assets shall be applied:

- 5.2.1 first, in paying to the holders of the A Ordinary Shares an amount equal to the subscription monies paid thereon;
- 5.2.2 second, in paying to the holders of the Founder Shares the sum of £52.16 in respect of each Founder Share held by such holders; and

- 5.2.3 third, in paying the balance pro rata and pari passu to all the holders of Equity Shares.

CLASS RIGHTS

6. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of a majority in number of the issued shares of that class or with the sanction of an ordinary resolution passed at a separate meeting of the holders of the shares of that class but not otherwise. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or the proceedings thereat shall, mutatis mutandis, apply except that the necessary quorum shall be two persons holding or representing by proxy at least one third in nominal value of the issued shares of the class, but so that if at any adjourned meeting of such holders a quorum as above defined is not present those members who are present shall be a quorum and that the holders of shares of the class shall on a poll have one vote in respect of every share of the class held by them respectively.

LIEN

7. The Company shall have a first and paramount lien on all shares standing registered in the name of any person (whether he is the sole registered holder thereof or one of two or more joint holders) for all moneys payable by him or his estate to the Company.

ALLOTMENT

8. Subject to Section 80 of the 1985 Act, all unissued Shares at the date of adoption of these Articles shall be at the disposal of the Directors who are authorised to allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that (insofar as the Company in general meeting shall not have varied, renewed or revoked the said authority):
- (i) the Directors shall not be authorised to allot, grant options over or otherwise dispose of such shares if such allotment, option or disposal would or might result in the aggregate of the Shares in issue exceeding, in nominal value, the amount of the authorised share capital of the Company for the time being, and such limitation shall determine the maximum amount of the relevant securities which at any time remain to be allotted hereunder.
 - (ii) the period within which such authority may be exercised shall be limited to five years, commencing on the date of adoption of the Articles.

- (iii) no shares shall be allotted and issued to any person who is not an Employee.
9. The authority conferred upon the Directors to allot relevant securities may at any time by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed hereunder) for a further period not exceeding five years.

TRANSFER OF SHARES

10. Other than pursuant to Articles 14 and 15, no Share may be transferred without the prior consent in writing of members of the Company holding 70% of the Equity Shares. Any such consent may be unconditional or subject to any terms or conditions and in the latter case any share so transferred shall be held subject to such terms and conditions.
11. The Directors may not refuse to register the transfer of a Share where the provisions of Article 14 or 15 have been complied with and Regulation 24 shall be modified accordingly.
12. Notwithstanding any other provisions of these presents, the Directors shall decline to register any transfer of any Share (including the renunciation of any letter of allotment):
- (i) on which the Company has a lien or which has been transferred contrary to the requirements of these Articles;
 - (ii) which would have the effect of conferring a Controlling Interest to any person or persons acting in concert unless pursuant to a bona fide arms length Sale and where the Intending Sellers (as defined in Article 15) have procured the making of an offer to the Remaining Members (as defined in Article 15) under the terms of Article 15.
13. No Share or interest in any Share within the terms of section 820 of the 2006 Act shall be held by any member on behalf of any other person other than a member unless a transfer of such Share or interest in such Share to a Permitted Transferee. If the foregoing provision shall be infringed, the holder of such Share shall be bound to give a Mandatory Transfer Notice within the terms of Article 14(1) in respect thereof.

MANDATORY TRANSFERS

- 14.1 If any Employee Shareholder becomes a Leaver or any Member is otherwise subject to an obligation to give a Mandatory Transfer Notice then:
- 14.2.1 there shall be deemed to have been given on the date of ceasing employment or the obligation arising (or such later date within 6 months after such date (if any) as the Board may determine and notify in writing to the person concerned) a Mandatory Transfer Notice, in respect of all the

Shares of which the Employee Shareholder ("the Mandatory Transferor") is then the holder ("the Sale Shares") whereby the price shall be:

- (i) in respect of Founder Shares their par value; and
- (ii) in respect of A Ordinary Shares their subscription price.

14.3 Upon the issue of a Mandatory Transfer Notice the Shares shall first be offered to and be available to be purchased in by the Company or any employee benefit trust from time to time created for the benefit of the employees of the Company and the Company shall be given reasonable time to seek any shareholder approval and otherwise satisfy all legal and procedural requirements relating thereto. If the Company gives notice in writing that it will not seek to purchase in the said shares or fails to do so with 90 days then the Company shall forthwith by notice in writing inform all other members who is a holder of Equity Shares (other than the Mandatory Transferor) of the number and price of the Sale Shares and invite each such member to apply in writing to the Company within twenty-eight days of the date of despatch of the Company's notice (which date shall be specified therein) for such maximum number of Sale Shares (being all or any of them) as he shall state in such application. Any application made by any member not entitled to receive such invitation shall be disregarded.

14.4 At the expiry of the said period of twenty-eight days the Company by written notice to each of the members that returns an application pursuant to paragraph (7) of this Article and the Mandatory Transferor ("the Allocation Notice") shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) to applicants in accordance with their applications and in the case of competition for the Sale Shares to the applicants in the same proportion that the number of Equity Shares held by them bears to the aggregate number of Equity Shares then in issue (other than the Sale Shares).

PROVIDED THAT no applicant shall be obliged to take more than the maximum number of Shares specified by him as aforesaid.

If and to the extent that the Directors do not receive applications from members in respect, in aggregate of all the Sale Shares the Directors may within a period of twenty-eight days allocate any such shares not so subscribed for to such bona fide person or persons as they see fit.

- 14.5
- (i) Subject to paragraph (4) of this Article the Mandatory Transferor shall be bound to transfer the Sale Shares comprised in an Allocation Notice to the purchasers named therein against payment of the price at the time and place therein reasonably specified (or if none be so specified then fifty-six days from the date of the allocation notice, at the Office);
 - (ii) if he shall fail to do so, each of the Directors severally shall be deemed to have been appointed attorney of the Mandatory Transferor with full power to execute, complete and deliver, in the name and on behalf of the Mandatory Transferor, transfers of the Sale Shares to the purchasers

thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the Shares so transferred to him. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Mandatory Transferor and give notice to the Mandatory Transferor of such payment.

SALE OF ENTIRE ISSUED SHARE CAPITAL

- 15.1 The holder or holders of Equity Shares representing at the relevant time in excess of 70% by number of all the Equity Shares (as may be enlarged by any shares which may fall to be issued under an option granted by the Company which is exercisable or would become exercisable upon a Sale on the terms contained in the Sale Notice) in the capital of the Company ("the Intending Sellers") may at any time give notice ("a Sale Notice") to all the other members of the Company ("the Remaining Members") setting out the principal terms of a Sale stating that the Intending Sellers intend to sell all their Shares pursuant to a Sale complying with the next following sub-clause of this Article.
- 15.2 This Article shall have effect only if the Sale the subject of the Sale Notice is:
- (i) a bona fide arm's length sale to one or more persons who are not connected with the Intending Sellers or any of them within the meaning of Section 286 Taxation of Chargeable Gains Act 1992 ("the Buyer"); and
 - (ii) is on terms whereby of the aggregate consideration for all the Shares in issue and to be issued shall be paid as follows:
 - (a) first an amount or value equal to the subscription price of the A Ordinary Shares shall be paid to the holders of the A Ordinary Shares;
 - (b) next the amount or value equal to £52.16 shall be paid to the holders of the Founder Shares in respect of each of Founder Share held by such holders; and
 - (c) any balance shall be paid pro rata and pari passu to the holders of the Equity Shares.
- 15.3 If a Sale Notice is served pursuant to sub-clause 15.1 of this Article and the Sale is bona fide within the meaning of sub-clause 15.2 of this Article then each of the Remaining Members shall sell all their Shares in the capital of the Company to the buyer specified in the Sale Notice upon the same terms as are applicable to the Sale specified in the Sale Notice at the time specified for completion of the Sale in the Sale Notice.

15.4 Upon the date specified for completion of the Sale in the Sale Notice:

- (i) each of the Remaining Members shall deliver to the buyer:
 - (a) a transfer or transfers of all his Shares (which shall include shares issued or to be issued under Options which have become exercisable) duly executed by him in favour of the buyer or as it may direct;
 - (b) the certificate(s) for the Shares sold by him;
 - (c) such other evidence of his title to the shares as may reasonably be required to establish such title;
 - (d) such other deeds, documents and things as may be required to be given or executed by him pursuant to the terms of the Sale;
- (ii) The buyer shall pay to each Remaining Member the Sale Price for the shares sold by him which is due for payment upon completion and shall give due assurance for payment of any part of the consideration which is deferred and shall execute such documents as are required to be executed by the buyer in favour of the Seller.

15.5 In the event of default by any of the Remaining Members in performing their obligations under this Article, any of the Intending Sellers shall be deemed to have been appointed attorney of the Remaining Member with full power to execute, complete and deliver in the name and on behalf of the Remaining Member transfers of the Shares to the Buyer against payment of the price to the Intending Seller and to execute such other documents and do such other things as the Remaining Member may be required to do under the preceding provisions of this Article.

15.6 If after a Sale Notice has been duly given any person (whether or not at the time of the giving of the Sale Notice is a member) acquires any Equity Shares by reason of the exercise of any option warrant or other right to acquire Equity Shares subsisting prior to the completion of the Sale that person may be served by the Intending Sellers and/or the Buyer (whether or not the Sale has been completed) with a Sale Notice ("a Supplemental Sale Notice") which will take effect in every respect as if that person were one of the Remaining Members and the holder of the shares so acquired at the time of the issue of the original Sale Notice provided that the time specified for completion shall be the later of the time specified for completion of the Sale in the Sale Notice and such period of time specified in the Supplemental Sale Notice being not less than seven days from the date of the Supplemental Sale Notice

GENERAL MEETINGS

16. A majority in number of the members present in person or by proxy shall be a quorum Provided that the aggregate number of Shares held by such members is a majority of the Shares then in issue. Regulation 40 of Table A shall be modified accordingly.

17. The Chairman of a general meeting shall not be entitled to a second or casting vote.
- 18.(a) Subject to the provisions of this paragraph and to any other special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles, every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative not being himself a member entitled to vote, shall have one vote for every Share of which he is the holder.
- (b) Regulations 47, 56, 62 and 63 of Table A shall be modified accordingly.

DIRECTORS

19. Unless otherwise determined by special resolution, the number of Directors shall not be subject to any maximum but shall be not less than two in number.
- 20.(a) The holders of 70% of the Equity Shares from time to time shall be entitled at any time and from time to time to appoint any number of persons as directors of the Company and shall be entitled to determine the period for which such person or persons is to hold office and to remove from office any person or persons so appointed.
- (b) The Company may by ordinary resolution appoint any person who is willing to act to be a Director either to fill a vacancy or as an additional Director.
- (c) The Company may by ordinary resolution the notice of which expressly specifies such resolution, remove any Director.
- (d) The Directors may appoint any person who is willing to act to be a Director either to fill a vacancy or as an additional Director. A Director so appointed shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
- (e) Subject as aforesaid, a Director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints another person in his place or, if he does not do so, until the end of the meeting.
- (f) The Directors shall not be subject to retirement by rotation and all references in Table A to retirement by rotation shall be disregarded.
- (g) No director shall be appointed otherwise than as provided in these Articles.
- (h) A quorum throughout any meeting of the Board of Directors shall consist of two Directors whether present in person or participating by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other.

- (i) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the director or directors present shall be a quorum. The first sentence of Regulation 89 of Table A shall not apply
 - (j) A Director may vote in respect of any contract or arrangement notwithstanding that he may be interested therein (subject to that Director first disclosing the nature and extent of any such interest) and if he does so he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.
 - (k) Subject to the prior approval of all of the Directors, a Director may (in addition to those expenses that are incurred in connection with his attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company for which no prior approval shall be required) be paid all travelling hotel and other expenses properly incurred by him in connection with the business of the Company.
21. Without prejudice to the provisions of regulation 70 of Table A the directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees of the company.

CAPITALISATION OF PROFITS AND RESERVES

22. The Company, upon the recommendation of the directors, may from time to time by Ordinary Resolution resolve that it is desirable to capitalise or agree (either conditionally or unconditionally) to capitalise any present or future sum standing to the credit of any of the Company's reserve accounts (including Share Premium Account and Capital Redemption Reserve) or any present or future sum standing to the credit of profit and loss account or otherwise available for distribution and accordingly that the Directors be authorised and directed to appropriate the sum resolved to be capitalised (unless directed and authorised by a prior special resolution to appropriate the sum to the Members or a Member in some other proportions) to the Members or any class of Members who would be entitled thereto if distributed by way of dividend and in the same proportions and to apply such sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to such sum, such shares or debentures to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid (or as otherwise directed and authorised by special resolution) or partly in one way and partly in the other Provided That the Share Premium Account and Capital Redemption Reserve may be applied hereunder only in the paying up of unissued shares to be issued to Members as fully paid and such capitalisation, appropriation, application, allotment and distribution be approved notwithstanding that it is not in

favour of all members who would have been entitled to the sum so capitalised, appropriated and applied if it were distributed by way of dividend.

GENERAL

23. Where the approval, agreement or consent of any member or Director is required under any provision of these Articles to any particular matter, such approval, agreement or consent may be given subject to such terms and conditions as that member or Director may reasonably require and any breach of such terms and conditions shall, ipso facto, be deemed to be a breach of these Articles.

Names and addresses of Subscribers



For Laytons Management Limited

LAYTONS MANAGEMENT LIMITED
CARMELITE
50 VICTORIA EMBANKMENT
BLACKFRIARS
LONDON
EC4Y 0LS

Dated 12/8/09

Witness to the above Signatures:-

El Langdon
c/o LAYTONS

LAYTONS
SOLICITORS
CARMELITE
50 VICTORIA EMBANKMENT
BLACKFRIARS, LONDON EC4Y 0LS
TEL: 0207 842 8000 FAX: 0207 842 8080
DX 253 CHANCERY LANE

PEAPOD SOLUTIONS LTD.

Declaration on application for registration

Please complete in typescript, or in bold black capitals.

CHFP004

Company Name in full

PrismID Support Services Holdings Limited

I, Emma Langdon

of 38 Ranelagh Gardens Mansion Ranelagh Gardens London SW6 3UQ

† Please delete as appropriate.

do solemnly and sincerely declare that I am a Solicitor engaged in the formation of the company and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

[Handwritten signature: E Langdon]

Osmond & Osmond
62-67 Temple Chambers
Temple Avenue
London

Declared at

Osmond & Osmond

Day Month Year

On 07 05 2009

EC4Y 0HP
DX. 0033 London Chancery Lane

* Please print name.

before me *

CATHERINE LOUISE DONBAR

Signed

[Handwritten signature]

Date

07/05/09

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

LAYTONS (REF:ECL/JRE/21954.17)

CARMELITE, 50 VICTORIA EMBANKMENT
BLACKFRIARS
LONDON EC4Y 0LS

Tel 020 7842 8000

DX number 253

DX exchange Chancery Lane

Companies House receipt date barcode

Form revised 10/03

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

PEAPOD SOLUTIONS LTD.

10

Please complete in typescript,
or in bold black capitals.

CHFP004

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

PRISYDID SUPPORT SERVICES HOLDINGS LIMITED

Proposed Registered Office
(PO Box numbers only, are not acceptable)

TECH HOUSE 13 OAKLANDS BUSINESS

CENTRE OAKLANDS PARK

Post town

WOKINGHAM

County / Region

BERKSHIRE

Postcode

RG41 2FD

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name

LAYTONS

Address

5TH FLOOR CARMELITE

50 VICTORIA EMBANKMENT

Post town

BLACKFRIARS

County / Region

LONDON

Postcode

EC4Y 0LS

Number of continuation sheets attached

1

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

LAYTONS (REF: ECL/JRE/21954.17) Tel 0207 842 8000

DX number 253

DX exchange CHANCERY LANE

Companies House receipt date barcode

v 08/02

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland


DX 235 Edinburgh
or LP - 4 Edinburgh 2

Peapod Solutions Ltd.

Company Secretary (see notes 1-5)

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.


Company name	PRISYDID SUPPORT SERVICES HOLDINGS LIMITED		
NAME *Style / Title		*Honours etc	
Forename(s)			
Surname	LAYTONS SECRETARIES LIMITED		
Previous forename(s)			
Previous surname(s)			
Address ††	CARMELITE		
	50 VICTORIA EMBANKMENT		
Post town	BLACKFRIARS		
County / Region	LONDON	Postcode	EC4Y 0LS
Country	UNITED KINGDOM		
I consent to act as secretary of the company named on page 1			
Consent signature		Date	07/05/2009

Directors (see notes 1-5)

Please list directors in alphabetical order

For Laytons Secretaries Limited

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

NAME *Style / Title	MR	*Honours etc	
Forename(s)	RICHARD JOHN		
Surname			
Previous forename(s)	KENNETT		
Previous surname(s)			
Address ††	3 AVENUE ST NICHOLAS		
Post town	HARPENDEN		
County / Region	HERTFORDSHIRE	Postcode	AL5 2DE
Country	UNITED KINGDOM		
Date of birth	Day	Month	Year
	0 1	0 8	1 9 4 5
Nationality	BRITISH		
Business occupation	SOLICITOR		
Other directorships	LAYTONS LIMITED		
	AMALGAMATED PROPERTIES LIMITED		
I consent to act as director of the company named on page 1			
Consent signature		Date	07/05/2009

FORM 10 CONTINUATION SHEET

COMPANY NAME: PRISYD SUPPORT SERVICES
HOLDINGS LIMITED

DIRECTOR'S NAME: MR. RICHARD JOHN KENNETT

OTHER DIRECTORSHIPS: OLD BUILDINGS NOMINEES LIMITED
SHARLWOOD LIMITED
VALENCY LIMITED
LAYTONS COMPUTER SERVICES LIMITED
BAGGY NOMINEES LIMITED
LAYTONS MANAGEMENT LIMITED
LAYTONS SECRETARIES LIMITED
LAYTONS TRUSTEE COMPANY LIMITED
K PARTNERS ACQUISITIONS (GB) LIMITED
WYBOSTON XHBP LIMITED