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[COPY]

## SPECIAL RESOLUTION

Company Registration

2701409

NAME OF COMPANY

Accessace Limited

At an extraordinary general meeting of the members of the above-named company, duly convened and held at the company's registered office on 2 April 2001 the following **SPECIAL RESOLUTIONS** were duly passed:

That all the existing convertible preference shares of £1 each be converted to ordinary shares of £1 each.

That the Company adopt new articles of association in the form attached and initialled by the Chairman by way of identification.

Signed:

  
.....  
Director/Secretary



### Notes:

- (1) This copy Resolution may be continued on the reverse side of this form if necessary and it should be signed by the Chairman of the Meeting OR by a Director OR by the Secretary of the Company whose position should be stated under his name
- (2) This copy Resolution is required to be filed with the registrar of companies within 15 DAYS after it has been passed.

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Monday, March 12, 2001

**The Companies Act 1985**  
**Company Limited by Shares**  
**Articles of Association**  
**of**  
**Accessace Limited**  
**CRN: 2701409**

**(Adopted by special resolution on 2 April 2001)**

1. **Definitions**

In these Articles of Association the following words and phrases have the meanings set out opposite them:

"the Act"	the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force;
"Articles of Association"	these articles of association as amended from time to time and "Article" shall be a reference to any individual Article of Association;
"associates"	has the meaning given in ICTA, 1988 s417;
"Early/Bad Leaver"	any Employee Member who either (1) ceases to be an employee or whose consultancy arrangements with the Company are terminated for any reason within the period of three years from the date of their registration as a member of the Company; or (2) terminates their employment or consultancy arrangements with the Company without serving full contractual notice; or (3) is dismissed or has their contract terminated for breach of contract or cause by the Company; or (4) is made bankrupt; or becomes of unsound mind;
"Connected Persons"	as defined by section 839 Income and Corporation Taxes Act 1988;

"a Controlling Interest"	an interest in shares (as defined in Schedule 13 Part 1 and section 324 of the Act) in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;
"Directors"	the board of directors of the Company from time to time;
"Employee Member"	a person who is or has been a director and/or an employee and/or a self employed consultant of the Company or any of its subsidiaries;
"Independent Expert"	an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned or in the event of disagreement as to nomination, appointed at the request of any of the parties by the President for the time being of the Institute of Chartered Accountants in England and Wales;
"Original Members"	Kelvin Scott Cox, Simon James Parker and John Redpath;
"Prohibited Transfer"	a transfer to any infant, bankrupt, person of unsound mind or any person not approved of by the Directors;
"Subsidiary"	cper Limited (CRN: 2309869), a wholly owned subsidiary of the Company;
"Table A"	Table A in the Companies (Tables A-F) Regulations 1985 as amended by the Companies (Tables A-F) (Amendments) Regulations 1985;
"Termination Date"	<p>where the employment or consultancy contract of any Employee Member terminates by virtue of notice given by the Company or Subsidiary to the Employee Member, the date on which such notice expires;</p> <p>where a contract of employment or consultancy contract is terminated by the Company or the Subsidiary and a payment is made in lieu of notice, the date on which notice of termination is served;</p> <p>where the Employee Member concerned is a director but not an employee, the date on which the contract for services with the Company is terminated;</p>

in any other case the date on which the contract of employment is terminated;

the date upon which any consultancy or retainer agreement with the Company is terminated or from which date the Company in the opinion of the Directors ceased regularly to use the member as a consultant in relation to its business.

## 2. Application of Table A

- 2.1 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded varied or inconsistent) and the Articles of Association hereinafter contained shall be the regulations of the Company.
- 2.2 Regulations 41, 54, 64, 67, 73-80 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

## 3. Share capital

- 3.1 The authorised share capital of the Company is 594,929 divided into 594,929 ordinary shares of £1 each.
- 3.2 Subject to Article 3.4 below the Directors are unconditionally authorised for the purposes of section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of £50,000 (fifty thousand pounds only) at any time or times during the period of five years from the date of adoption of these Articles of Association.
- 3.3 In accordance with section 91(1) of the Act, Sections 89(1) and 90(1) to (6) of the Act shall not apply to the Company in relation to the share capital referred to in Article 3.2.
- 3.4 The Directors shall only exercise the powers conferred by Article 3.2 above if they shall on each occasion have first received the approval in writing to the specific exercise of that power by the holders of not less than 75% (seventy five per cent) of the issued ordinary share capital.

## 4. Purchase of own shares

Subject to the provisions of section 162 of the Act the Company may with the sanction of a special resolution purchase its own shares on such terms as the Directors may think fit and make a payment in respect of the redemption and/or purchase of such shares otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of shares and subject to the provisions of sections 173 to 175 of the Act.

5. **Transfer of shares**

5.1 Subject to Article 6 the Directors shall refuse to register any:

5.1.1 Prohibited Transfer; or

5.1.2 a transfer of shares made in contravention of the provisions of these Articles of Association; or

5.1.3 a transfer of shares made by a member within 3 years of the date of acquisition of those shares by the member;

but (subject to Regulation 24 of Table A as amended and Article 7) shall not otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles of Association, the Directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the Directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the Directors within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question.

5.2 Regulation 24 of Table A shall be amended by replacing the words "a share which is not fully paid" with the words "any share whether fully or partly paid".

6. **Permitted and mandatory transfers**

6.1 **Transfer with Director approval**

Notwithstanding any other provisions of these Articles of Association a transfer of any shares approved by the Directors may be made without restriction and any such transfer shall be registered by the Directors.

6.2 **Mandatory transfer on cessation of employment or consultancy**

If an Employee Member dies, is made bankrupt, purports to transfer any shares in the Company in breach of these Articles of Association or ceases to be a director, employee or consultant of the Company or the Subsidiary and does not continue in that capacity in relation to any of them Transfer Notices (as defined below) shall be deemed to have been served on the relevant Termination Date in respect of all shares held by the Employee Member immediately before such cessation.

7. **Pre-emption rights**

7.1 **Transfer notices**

Save as otherwise provided in these Articles of Association every member who desires to transfer any shares ("the Vendor") shall give to

the Company notice in writing of such desire (a "Transfer Notice"). Where the Transfer Notice is deemed to have been given it is referred to as a Deemed Transfer Notice and the shareholder shall be termed Vendor. Transfer Notices and Deemed Transfer Notices shall constitute the Company the Vendor's agent for the sale of the shares specified therein ("the Sale Shares") in one or more lots at the discretion of the Directors at the Sale Price (as defined below). Subject to Article 7.4 a Transfer Notice shall not be revocable save with the consent of the Directors.

7.2 Calculation of the Sale Price

Save in the case of a Bad Leaver the Sale Price shall be the price agreed by the Vendor and the Directors or, if the Vendor and the Directors are unable to agree a price within 28 days of the Transfer Notice being given, or being deemed to have been given, the Sale Price will instead be the price which (subject to Article 7.5 below) the Independent Expert shall certify to be in his opinion a fair value thereof. In arriving at his opinion the Independent Expert will value the Sale Shares on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. The decision of the Independent Expert as to the Sale Price shall be final and binding.

7.3 Bad Leaver

In the case of a Bad Leaver the Sale Price shall be the lower of the price determined by the Independent Expert (if any) and the price paid by the Vendor.

7.4 Right of Vendor to reject partial sales

A Transfer Notice (but not a Deemed Transfer Notice) may contain a condition ("a Total Transfer Condition") that unless all the Sale Shares are sold by the Company pursuant to this Article none shall be sold. Any such provision shall be binding on the Company.

7.5 Certification of the Sale Price

If the Independent Expert is asked to certify the fair value his certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Vendor. The cost of obtaining the certificate shall be paid equally by the Company and the Vendor.

If the Independent Expert shall be asked to certify the Sale Price in any twelve month period prior to 31 December in any year then the price so certified shall subject to Article 7.3 be substituted for the Sale Price in all other Transfer Notices and Deemed Transfer Notices served or

deemed to be served in that twelve month period where the Vendor and the Directors are not able to agree the Sale Price as provided in Article 7.2.

If the Independent Expert does certify the Sale Price the Sale Price so certified and varied in such manner as the Auditors of the Company shall recommend in writing for that purpose shall be the Sale Price in respect of the two consecutive periods of twelve months next following the end of the relevant twelve month period in which the Independent Expert's certification shall be made but such sale price shall not apply to any subsequent periods.

7.6 Pre-emptive offers – general

Once the Sale Price has been determined the Sale Shares shall be offered for sale as set out below. All offers made by the Company shall give details of the number and Sale Price of the Sale Shares. Unless the Directors otherwise resolve the effective date of any offer made by a member by reason of the issue of a Transfer Notice or Deemed Transfer Notice for the purposes of the provisions of this Article 7 shall be the date of the annual general meeting next following the date of the Transfer Notice or Deemed Transfer Notice.

7.7 Preliminary offer to a "Warehouse"

Unless the Directors otherwise resolve any shares being sold whether voluntarily or by reason of Article 6 shall first be offered to an Employee Trust. Any shares not sold under this sub Article within 21 days of such offer will be offered for sale to the members of the Company as set out below.

7.8 First Offer

As soon as Sale Shares become available they shall be forthwith offered for sale by the Company to those members and third parties as the Directors shall in their absolute discretion determine.

Any offer made by the Company under this sub article will invite the relevant members and third parties to state in writing the maximum number of the shares offered to them they wish to purchase and will remain open for 21 days ("the First Offer Period").

7.9 Second Offer

If at the end of the First Offer Period there are any Sale Shares offered which have not been allocated the Company shall offer such shares to such members and third parties as have stated in writing their willingness to purchase all the shares previously offered to them.

This offer will invite the relevant members and third parties to state in writing the maximum number of shares they wish to purchase. If there are insufficient Sale Shares to meet the demand then the Directors will

allocate the Sale Shares amongst the members and third parties in such amounts as they shall in their absolute discretion determine. This offer will remain open for a further period of not less than 21 days.

7.10 Transfer procedure for pre-emptive offers

If the Company finds a purchaser for all or any of the Sale Shares under the terms of this article the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Vendor defaults in transferring Sale Shares the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall and does hereby authorise some person as their attorney in their name to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the register of members as the holder of such of the Sale Shares as shall have been transferred to them.

7.11 Transfers free of pre-emption

If the Company does not find purchasers for all of the Sale Shares under the terms of this article within six months of the date of the Transfer Notice the Vendor shall at any time within three months after the final offer by the Company to its members be free to sell and transfer such of the Sale Shares as have not been so sold to any person at a price which is no less than the Sale Price. However if the Sale Shares were the subject of a Total Transfer Condition such a sale may only be made of all of the shares and not part only.

8. Transfer of control

8.1 Transfers permitted where offer is made for ordinary shares

No sale or transfer of the legal or beneficiary interest in any shares in the Company may be made or validly registered without the consent in writing of the holders of 75% of the ordinary shares if as a result of such sale or transfer and registration thereof of a Controlling Interest would be obtained in the Company by a person or persons who are not Original Members unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the ordinary shares at the Specified Price (calculated as set out below).

If any part of the Specified Price is to be paid except by cash then the holders of the ordinary shares may, at their option, elect to take a price per share of such cash sum as may be agreed by them and the proposed transferee having regard to the transaction as a whole.



## 8.2 Bring along option

- 8.2.1 If the holders of 75% or more of the ordinary shares (the "Selling Shareholders") shall receive a bona fide offer which they all intend to accept from an independent third party to acquire all but not some only of the ordinary shares held by the Selling Shareholders, the Selling Shareholders shall have the option (the "Bring Along Option") to require the other shareholders (the "Remaining Shareholders") to transfer all their ordinary shares (the "Remaining Shares") to the third party purchaser or as the third party purchaser shall direct in accordance with this Article 8.
- 8.2.2 The Selling Shareholders shall exercise the Bring Along Option by giving notice to that effect (a "Bring Along Notice") to the Remaining Shareholders not less than 28 days before entering into a binding obligation for the transfer of the Selling Shareholders' Shares to the third party purchaser. A Bring Along Notice shall specify that the Remaining Shareholders are required to transfer all their Remaining Shares pursuant to this Article 8 to the third party purchaser, the price at which the Remaining Shares are to be transferred (being the Specified Price ) and the proposed date of transfer. A Bring Along Notice shall be irrevocable unless the third party refuses to acquire the Remaining Shares on the terms of this Article 8.
- 8.2.3 The Remaining Shareholder shall be obliged to sell the Remaining Shares at the Specified Price and completion of this sale and purchase shall take place on receipt of the consideration payable for the relevant Shares and on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares; unless:
- 8.2.3.1 the Remaining Shareholders and the Selling Shareholders agree otherwise; or
- 8.2.3.2 the date is less than 14 days after the Bring Along Notice, in which case completion shall take place on the 14th day after the Bring Along Notice.
- 8.2.4 The Remaining Shareholders shall, on the expiry of the period after service of the Bring Along Notice referred to in this Article 8, each be deemed to have appointed the Selling Shareholder as their respective attorney to execute any stock transfer form and to do such things as may be necessary or desirable to accept, transfer and complete the sale of the Remaining Shares to the third party purchaser pursuant to this Article 8.

### 8.3 Calculation of the Specified Price

In this article the "Specified Price" means:

- 8.3.1 the consideration (in cash or otherwise) per share equal to that offered or paid or payable by the proposed transferee or his or their nominees for the shares being acquired; plus
- 8.3.2 the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable.

In the event of a disagreement the calculation of the Specified Price shall be referred to an Independent Expert whose decision shall be final and binding.

### 8.4 Primacy of article

All other regulations of the Company relating to the transfer of shares and the rights to registration of transfers shall be read subject to the provisions of this article.

## 9. General meetings and resolutions

- 9.1 Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company. The words "or a resolution appointing a person a director" and paragraphs (a) and (b) in Regulation 38 of Table A shall be deleted and the words "in accordance with Section 369(3) of the Act" shall be inserted after the words "if it is so agreed" in that Regulation.
- 9.2 The words "save that, if and for so long as the Company has only one person as a member, one member present in person or by proxy shall be a quorum " shall be added at the end of the second sentence of Regulation 40 of Table A.
- 9.3 If a quorum is not present within half an hour from the time appointed for a General Meeting the General 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 General Meeting a quorum is not present within half an hour of the time appointed therefor such adjourned General Meeting shall be dissolved.
- 9.4 The words "be entitled to" shall be inserted between the words "shall" and "vote" in Regulation 57 of Table A.

10. **Appointment of Directors**

- 10.1 The Directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director. In addition, the holders of shares representing more than half of the shares which carry the right to attend and vote at general meetings of the Company may by notice to the Company together appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 10.2 The maximum number and minimum number respectively of the Directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one.

11. **Original Member appointee**

Notwithstanding any other provisions of these Articles of Association, so long as each Original Member is the holder of any share in the Company, he shall be entitled to appoint as a director of the Company any person approved by the Directors (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another such person in his place.

12. **Alternate Directors**

- 12.1 An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 of Table A shall be modified accordingly.
- 12.2 A director, or any such other person as is mentioned in Regulation 65 in Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of Directors or of any committee of the Directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 12.3 Regulation 67 of Table A shall not apply to the Company. An alternate director shall cease to be an alternate director if his appointor ceases to be a director for whatever reason.

13. **Meetings of Directors**

Notice of every meeting of the Directors shall be given to each director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of

any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Meetings of the Directors may, be held by conference telephone or similar equipment, so long as all the participants can hear each other. Such meetings shall be as effective as if the Directors had met in person.

14. **Proceedings of Directors**

14.1 Whenever there is only one director that sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles of Association expressed to be vested in the Directors generally, and Regulations 89 and 90 of Table A shall be modified accordingly.

14.2 A director who to his or her knowledge is in any way, directly or indirectly, interested in a contract or proposed contract (within the meaning of Section 317 of the Act) with the Company shall declare the nature of their interest at a meeting of the Directors in accordance with that section and subject to such disclosure may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which they have, directly or indirectly, any kind of interest whatsoever (which interest he has disclosed), and if they shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

14.3 Any director (including an alternate director) may participate in a meeting of the Directors or a committee of the Directors of which they are a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles of Association and the Act, they shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be 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.

14.4 Regulation 88 of Table A shall be amended by substituting for the sentence:

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

"Notice of every meeting of the directors shall be given to each directors and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service."

The last sentence of Regulation 66 of Table A shall not apply to the Company.

15. **Borrowing powers**

The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

16. **Directors' gratuities and pensions**

The words "without prejudice to the generality of Regulation 70" shall be inserted before the words "The Directors may provide benefits" in Regulation 87 of Table A.

17. **Lien**

The lien conferred by Regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

18. **Calls**

The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

19. **Seal**

19.1 Regulation 6 of Table A shall be modified so as to remove the reference to the company seal and Regulation 101 of Table A shall be modified by the insertion of the words", if the Company has one." after the words "The seal" at the beginning of that Regulation.

19.2 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad such powers shall be vested in the Directors.

20. **Indemnity**

20.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses

and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

- 20.2 The Company may purchase and maintain insurance against any liability falling upon the Directors or other officers or auditors which arises out of their respective duties to the Company or in relation to its affairs.