

Company No. 4968328

The Companies Acts 1985 and 1989

Company Limited by Shares

ARTICLES OF ASSOCIATION

of

SKIPTON INFORMATION GROUP LIMITED

(amended by written resolution made on 9 February 2007)

WEDNESDAY



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21/02/2007
COMPANIES HOUSE

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1 Definitions and interpretation

1.1 In these articles, unless the context otherwise requires:

acting in concert has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force and construed at the Investment Date

Auditors means the auditors for the time being of the Company

Bank means Barclays Bank plc

Board means the board of directors of the Company or the directors present at a duly convened quorate meeting of the board or a committee of the board

Change of Control means the acquisition (whether by purchase, transfer, renunciation or otherwise by any person excluding a party to the Investment Agreement at the Investment Date (a **Third Party Purchaser**), of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him, would hold or beneficially own more than 50% of the Ordinary Shares

Company means Skipton Information Group Limited (No. 4968328) (a company incorporated in England and Wales) whose registered office is at One Park Lane, Leeds LS3 1EP

Companies Act means the Companies Act 1985 as amended

connected with has the meaning given in section 839 Income and Corporation Taxes Act 1988 save that there shall be deemed to be control for that purpose whenever either section 416 or section 840 of that Act would so require

Deferred Shares means the 90 Pence Deferred Shares and the £1 Deferred Shares

Exit Event means the earliest to occur of:

- (a) the date and time at which an agreement referred to in the definition of Sale is completed; and
- (b) the date and time at which a Listing takes place

Group means the Company and all its subsidiaries and subsidiary undertakings for the time being and **member of the Group** shall be construed accordingly

Investment Date means 14 June 2004

Investment Agreement means the Agreement relating to the Company dated 14 June 2004 and made between Skipton Group Holdings Limited (1), Management (as defined therein) (2) and the Company (3) as amended, waived, restated, modified or supplemented for the time being

Issue Price means the amount paid up or credited as paid up (including any premium on issue) on a Share

Listing means either:

- (a) the admission by the UK Listing Authority to listing, together with admission by the London Stock Exchange to trading on the Official List, of any of the issued equity share capital of the Company, and such admission becoming effective; or
- (b) the admission by the London Stock Exchange of any of the issued equity share capital of the Company to trading on the Alternative Investment Market, and such admission becoming effective; or
- (c) any equivalent admission to any other Recognised Investment Exchange becoming unconditionally effective in relation to any of the issued equity share capital of the Company

London Stock Exchange means London Stock Exchange plc

Majority Shareholder means, at any given time, the Shareholder who holds more than 50% of the Ordinary Shares

Minority Shareholder means a Shareholder who is not the Majority Shareholder

Ordinary Shares means the ordinary shares of 10 pence each in the capital of the Company

Recognised Investment Exchange has the meaning given in section 285 Financial Services and Markets Act 2000

Sale means the making of one or more agreements (whether conditional or not) for an acquisition of any Share giving rise to a Change of Control

Shareholder means any registered holder of Shares for the time being

Statutes means the Companies Act and any statutory modification or re-enactment of the Companies Act for the time being in force and every other statute for the time being in force concerning companies and affecting the Company

Table A means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985

Third Party Purchaser has the meaning given in the definition of **Change of Control** and, where the relevant acquisition was effected by the renunciation of a renounceable letter of allotment, includes the relevant renouncee

90 Pence Deferred Shares means the deferred shares of £0.90 each of the Company having the rights set out in article 4

£1 Deferred Shares means the deferred shares of £1.00 each of the Company having the rights set out in article 4

- 1.2 These articles and the regulations of Table A (subject to any modifications set out in these articles) constitute the articles of association of the Company.
- 1.3 References in these articles to regulations are to regulations in Table A and references to an article by number are to the particular article of these articles.

- 1.4 In these articles, words importing a gender include every gender and references to persons include bodies corporate, unincorporated associations and partnerships.
- 1.5 Words and expressions defined in or for the purposes of the Companies Act or Table A have the same meanings in these articles unless the context otherwise requires.
- 1.6 Words and expressions defined elsewhere in these articles shall bear the meanings given to them there.
- 1.7 Words and expressions defined in the Investment Agreement shall (where the content so admits) bear the same meaning in these articles. In the Investment Agreement, references to the A Shareholders shall mean the Majority Shareholders and references to the B Shareholders shall mean the Minority Shareholders.
- 1.8 The headings in these articles shall not affect their construction.
- 1.9 Notwithstanding any other provision of these articles, in the event of a conflict or inconsistency between these articles and the Investment Agreement, the Investment Agreement shall prevail.

2 Authorised share capital

The authorised share capital of the Company at the date of the adoption of these articles is £30,000,000 divided into 300,000,000 ordinary shares of 10 pence each.

3 Ordinary Shares

The rights attached to the Ordinary Shares are as follows:

3.1 Dividends

Any profits which the Company determines to distribute in respect of any financial year shall, subject to the prior written consent or sanction required by article 6, be applied *pari passu* according to the number of Ordinary Shares actually held by each Shareholder.

3.2 Capital

On a return of capital on liquidation or capital reduction or otherwise the surplus assets of the Company remaining after the payment of its liabilities shall be applied to each Shareholder, first, any dividends in respect of his Ordinary Shares which have been declared but are unpaid and, secondly, an amount equal to the Issue Price of each Share held by him.

3.3 Voting

Each Shareholder shall be entitled to receive notice of and to attend and speak at any general meeting of the Company. The Shareholders holding who (being individuals) are present in person or by proxy or (being corporations) are present by duly authorised representative or by proxy shall, on a show of hands, have one vote each, and, on a poll, have one vote for each Share of which he is the holder.

3.4 Redemption of Ordinary Shares

Subject to the provisions of the Companies Act:

- (a) A Shareholder may by giving notice in writing to the Company require the Company to redeem some or all of his Ordinary Shares immediately prior to and conditionally upon the occurrence of a Listing.
- (b) The Company shall pay on each Share redeemed (exclusive of the related associated tax credit), an amount equal to the Issue Price thereof.

- (c) The Company shall pay to each registered holder (or in the case of joint holders, to the holder whose name stands first in the register of members of the Company) of Ordinary Shares which are to be redeemed on that date the amount payable in respect of such redemption. Upon receipt of that amount, the holder shall deliver to the Company for cancellation the certificate(s) for those Ordinary Shares or an indemnity in form reasonably satisfactory to the Company in respect of any missing share certificate. Any redemption of Ordinary Shares shall take place at the registered office of the Company.
- (d) If the Company is permitted by the Companies Act to redeem only some of the Ordinary Shares which would otherwise be redeemed at that time, the Company shall only redeem that number of such Ordinary Shares that it can so redeem at that time. The Company shall redeem, as soon thereafter as it may do so, all the remaining Ordinary Shares which should otherwise have been redeemed, and pending such redemption, shall not pay any dividend.

4 Deferred Shares

4.1 Dividends

- (a) The holders of the Deferred Shares shall not be entitled to any payment of dividend or other distribution.
- (b) The Deferred Shares confer no other right to participate in the profits of the Company.

4.2 Capital

On a return of capital on liquidation or capital reduction or otherwise (other than a redemption or conversion of Shares in accordance with these articles), the surplus assets of the Company remaining after the payment of its liabilities shall be applied, subject to the payment of all amounts payable to the holders of the Ordinary Shares pursuant to article 3.2 but otherwise in priority to the holders of any class of share, paying to each Shareholder holding Deferred Shares the amount of 1 penny for each Deferred Share held by him.

4.3 Voting

The Deferred Shares shall not entitle the holders thereof to receive notice of or to attend or vote at any general meeting of the Company.

4.4 Redemption of Deferred Shares

The Company may (subject to the Statutes) at its option at any time and from time to time redeem all of the Deferred Shares then in issue at a total aggregate price of £1 for all the Deferred Shares then in issue by giving to the holders notice in writing of its intention so to do and fixing a time and place for such redemption. At the time and place so fixed the registered holders shall be bound to surrender to the Company the certificates (if any) for their Deferred Shares in order that the same may be cancelled and the Company shall pay the redemption monies of £1 to one of the registered holders to be selected by lot arranged by the Directors.

5 Proceeds of sale

In the event of a Sale then, notwithstanding anything to the contrary in the terms of such Sale (unless all the Shareholders immediately prior to the Sale have agreed in writing to the contrary expressly for the purposes of this provision, whether in the agreements for the Sale or otherwise), the Shareholders immediately prior to such Sale shall procure that the purchase consideration whenever received is paid into a designated trustee account and shall be distributed amongst those Shareholders who sold Shares under those terms in the manner and order of priority in which the amount of the purchase consideration would have been distributed had a resolution for the winding up of the Company been passed on the date of the Sale and had the amount available for distribution to the Shareholders in such winding up been equal to the amount of purchase consideration.

6 Variation of class rights

- 6.1 Whenever the capital of the Company is divided into different classes of Shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the Shares of that class) only 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 three quarters of the issued Shares of that class, or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the issued Shares of that class. To every such separate meeting, all the provisions of these articles relating to general meetings of the Company shall, mutatis mutandis, apply.

7 Issue of Shares

- 7.1 Subject to the Companies Act, all unissued Shares in the Company shall be under the control of the directors and they may offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of unissued shares in the Company to such persons and generally on such terms, in such manner and at such times as they may determine.
- 7.2 Section 89(1) and sections 90(1) to (6) of the Companies Act shall not apply to the Company.

8 Lien

- 8.1 The lien conferred by Regulation 8 shall attach to all Shares of any class, whether fully paid or not, and to all Shares registered in the name of any Shareholder for all money presently payable by him or his estate to the Company, whether he is their sole registered holder or one of two or more joint holders. Regulation 8 shall be modified accordingly.
- 8.2 All Shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with article 9 (Transfer of Shares) as if a Deemed Transfer Event had occurred in respect of such Shares.

9 Transfer of shares – general

- 9.1 The Board shall not register the transfer of any Share or any interest in any Share unless the transfer is made both in accordance with this article 9 and in accordance with the Investment Agreement.
- 9.2 An obligation to transfer a Share under these articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.
- 9.3 Regulations 30 and 31 shall be modified to reflect the provisions of this article 9.
- 9.4 Where:
- (a) any of the Minority Shareholders suffers a Transfer Event; or
 - (b) any of the Minority Shareholders suffers a Deemed Transfer Event; or
 - (c) a Minority Shareholder serves a Transfer Value Notice; or
 - (d) the Majority Shareholder serves a Come Along Notice and Shares are to be transferred pursuant to that notice,

then the provisions of this article 9 shall, subject to the Investment Agreement, apply to the transfer of the relevant Shares.

- 9.5 Each occurrence of a Transfer Event or Deemed Transfer Event, each service of a Transfer Value Notice and each occasion on which shares become bound to be transferred pursuant to a Come Along Notice shall constitute the Company as the agent of the selling Shareholder

(the **Vendor**) for the sale of the relevant Shares on the terms of the Investment Agreement and this article 8 and shall be irrevocable.

- 9.6 The relevant Shares shall be transferred by the Vendor to the purchaser at a price (the **Sale Price**) determined in accordance with the relevant provisions of the Investment Agreement.
- 9.7 Completion of a sale and purchase of the relevant Shares shall take place at the registered office of the Company at the time determined by the Investment Agreement or otherwise determined by the Board when the Vendor shall, upon payment to him of the Sale Price in respect of the relevant Shares, transfer the relevant Shares to the purchaser and deliver the relevant share transfer for the relevant Shares to the purchaser.
- 9.8 If a Vendor fails to transfer any relevant Shares when required pursuant to this article 9, the Board may authorise any person (who shall be deemed to be the attorney of the Vendor for the purpose) to execute the necessary transfer of such relevant Shares and deliver it on the Vendor's behalf. The Company may receive the purchase money for the relevant Shares from the purchaser and shall, upon receipt of the transfer duly stamped, register the purchaser as the holder of the relevant Shares. The Company shall hold the purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held. The Company's receipt for the purchase money shall be a good discharge to the purchaser (who shall not be concerned to see to the application of it) and, after the name of the purchaser has been entered in the Register of Member in purported exercise of the power conferred by this article 9, the validity of that exercise shall not be questioned by any person.

10 General meetings

- 10.1 The Board shall procure that the audited accounts of the Company for each financial year are laid before the Company in general meeting not later than one month after the date of the auditors' report contained in those accounts.
- 10.2 Notice of a general meeting need not be given to any director in that capacity. Regulation 38 shall be modified accordingly.
- 10.3 Regulation 37 shall be amended by the insertion of the words "or the Investor Director acting alone" after the second word of that regulation.

11 Proceedings at General Meetings

- 11.1 Any Shareholder having the right to vote at the meeting may demand a poll at a general meeting. Regulation 46 shall be modified accordingly.
- 11.2 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two Shareholders present in person or by proxy, including one person being or representing the Majority Shareholder, shall be a quorum for all purposes. A corporation being a member shall be deemed to be personally present if represented in accordance with the provisions of section 375 CA 1985.
- 11.3 On a show of hands every member present in person or by proxy shall have one vote and on a poll every member so present shall have one vote for every Share of which he is the holder.
- 11.4 If, within half an hour from the time appointed for a general meeting, a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place or such other place, date and time as the Shareholders shall agree and each Shareholder shall be notified by the Company by notice in writing of the date, time and place of the adjourned meeting at least 2 days in advance thereof. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those one or more Shareholders and/or Shareholders' representatives present shall constitute a quorum, provided that a Majority Shareholder is present.

12 Number of Directors

- 12.1 The number of directors shall not be less than 2 nor more than 10. Regulation 64 shall not apply.

13 Appointment of Majority Directors

- 13.1 The Majority Shareholder may at any time and on more than one occasion appoint any person to be a director (a Majority Director which expression shall, where the context so permits but not in article 13.3, include a duly appointed alternate of such director) and at any time and on more than one occasion remove a Majority Director from office.
- 13.2 Subject to article 12.1, there shall be no limit to the number of Majority Directors in office at any time.
- 13.3 Any appointment or removal of an Majority Director shall be in writing served on the Company signed by the Majority Shareholder and shall take effect at the time it is served on the Company or produced to a meeting of a Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.
- 13.4 Upon written request by the holders of a majority of the issued Majority Shares, the Company shall procure that any Majority Director is forthwith appointed as a director of any other member of the Group.
- 13.5 Regulation 81(e) shall not apply to a Majority Director.
- 13.6 *The Majority Shareholder holding one half or more of the may at any time and on more than one occasion appoint any director to be the chairman of the Board and at any time and on more than one occasion remove from the office of chairman a person so appointed. Article 13.3 shall apply to any such appointment or removal. Regulation 91 shall be modified accordingly.*

14 Appointment of Minority Directors

- 14.1 *The Minority Shareholders (and for the purposes of this article 14.1 only 'Minority Shareholders' shall mean Minority Shareholders who are also members of Management) may at any time and on more than one occasion appoint up to one of them (and not any other person) to be a director (a Minority Director which expression shall, where the context so permits, include a duly appointed alternate of such a director). One or more of the Minority Shareholders (who are Management) will have the right to remove the Minority Director from office, by notice in writing to the secretary of the Company at its registered office or at a meeting of the Board, signed by Minority Shareholders holding between them 50% or more of the Minority Shares (held by Management) then in issue.*

15 Alternate directors

- 15.1 The words "approved by resolution of the directors and" in Regulation 65 shall not apply to an appointment of an alternate director by a Majority Director.
- 15.2 Regulation 66 shall be amended by the insertion between the words "shall" and "be" of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)".
- 15.3 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 15.4 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.

16 Proceedings of directors

- 16.1 The quorum for the transaction of business of the Board shall be two directors of whom at least one is a Majority Director and at least one is Minority Director.
- 16.2 Any director or his alternate may validly participate in a meeting of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.
- 16.3 Subject to disclosure under section 317 CA 1985, a director may vote at any meeting of the Board on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which conflicts or may conflict with the interests of the Company. Regulations 94 and 95 shall not apply.
- 16.4 Unless the Board decides otherwise, meetings of the Board shall be held at least once every eight weeks and as circumstances require. No Board meeting shall normally be convened on less than five Business Days' notice, but a meeting of the Board may be convened by giving not less than 24 hours' notice if the interests of the Company would be likely to be adversely affected to a material extent if the business to be transacted at such Board meeting were not dealt with as a matter of urgency or if all the directors agree.
- 16.5 Documents relating to issues to be considered by members of the Board at any meeting of the Board shall be distributed in advance of the meeting to all members of the Board and their alternates so as to ensure that they are received at least four Business Days prior to the date fixed for such meeting or, if the meeting is convened on less than five Business Days' notice, then as soon as reasonably practicable. Minutes of Board meetings shall be circulated to all Directors as soon as practicable after the holding of such meeting.
- 16.6 If within half an hour from the time appointed for a Board meeting a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place or by agreement between all of the directors, to an earlier day, time and place. Each director not present at the meeting shall be notified by the Company by facsimile notice or by any other form of notice in writing of the date time and place of the adjourned meeting. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting those directors present shall constitute a quorum, provided that a Majority Director is present.
- 16.7 No resolution of the directors shall be effective unless carried by a majority of the Directors present.
- 16.8 The Majority Directors shall be entitled to appoint a chairman for meetings of the Board. The chairman of the Board shall have a second or casting vote.
- 16.9 Any Majority Director who is not present at a meeting of the Board shall automatically be deemed to have appointed the chairman of the Board as his alternate. The chairman shall then have the right to vote both for himself and independently for the appointing Majority Director.

17 Retirement of Directors

- 17.1 Directors shall not be required to retire by rotation. Regulations 67 and 78 shall be modified accordingly. Regulations 73 to 77, the second and third sentences of regulation 79, regulation 80 and the last sentence of regulation 84 shall not apply.

18 Notices

- 18.1 Any notice to be given to the Company pursuant to these articles shall be sent to the registered office of the Company or presented at a meeting of the Board.

- 18.2 Any notice to be given pursuant to these articles may be given by facsimile transmission to the facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the transmission report received by the sender.
- 18.3 The words "unless the contrary is proved" shall be omitted from the second sentence of Regulation 115 and the figure "24" shall be inserted in substitution for the figure "48" in the second sentence of that regulation. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.

19 Indemnity

- 19.1 Subject to the provisions of, and so far as may be consistent with, the Statutes but without prejudice to any indemnity to which a Director may be otherwise entitled, every Director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.