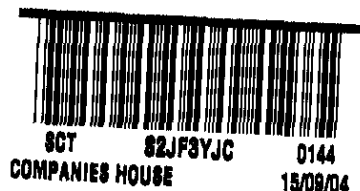


THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION

by

THE SHAREHOLDERS OF
ANAXIOM (SCOTLAND) LIMITED
(Registered Number SC246141)



We, the undersigned, being all the members of Anaxiom (Scotland) Limited (the "Company") entitled to receive notice of and attend and vote at general meetings of the Company, in accordance with section 381A of the Companies Act 1985 (the "Act") do HEREBY RESOLVE that the following resolutions be and they are hereby passed, resolutions 1 and 2 as ordinary resolutions and resolutions 3, 4 and 5 as special resolutions, as if they had been passed at a general meeting of the Company duly convened and held:-

Ordinary Resolutions

1. THAT the authorised share capital of the Company be increased from £1,000,000 (composed of 1,000,000 Ordinary Shares of £1) to £1,043,043 by the creation of 43,043 cumulative convertible redeemable preference shares (the "CCRP Shares") of £1 each in the capital of the Company having the rights and being subject to the restrictions set out in the articles of association to be adopted under resolution 4;
2. THAT pursuant to section 80 of the Act;
 - (a) any existing authority granted to the directors pursuant to section 80 of the Act be cancelled;
 - (b) the directors be authorised generally and unconditionally to exercise all the powers of the Company to allot relevant securities (within the meaning of section 80 (2) of the Act) up to a maximum nominal amount of £46,589 to Scottish Enterprise, such authority to expire on the fifth anniversary of the date of the passing of this resolution; and
 - (c) the Company be authorised to make an offer or agreement before such expiry which will or might require relevant securities to be allotted after the foregoing authority has expired.

Special Resolutions

3. THAT subject to the passing of resolution 2, the directors be and they are hereby empowered pursuant to section 95 of the Act to allot the authorised but unissued equity securities (within the meaning of section 94 of the Act) of the Company for cash, as if sub-section (1) of section 89 of the Act did not apply to any such allotment provided that this power shall be limited to the allotment, within the meaning of section 94 of the Act, of equity securities to Scottish Enterprise up to an aggregate nominal value of £46,589 and this authority shall expire on the fifth anniversary of the date of the passing of this resolution unless previously renewed, varied or reduced by the Company in general meeting and provided that the Company may, before such expiry, make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in

pursuance of such an offer or agreement as if the authority conferred hereby had not expired;

4. THAT the Company adopt new articles of association in the form of the draft annexed to this written resolution, and signed for the purposes of identification by one of the directors of the Company, in substitution for and to the entire exclusion of the existing articles of association;
5. THAT approval be and is hereby given to the terms of the Business Growth Fund investment agreement between the Company, the directors of the Company and Scottish Enterprise for the investment by Scottish Enterprise of for (i) 3,546 Ordinary Shares of £1 each in the capital of the Company; and (ii) 43,043 CCRP Shares of £1 each in the capital of the Company.

Members

Date

P Bengel

8 September 2004

W Dyer

8 September 2004

J Hare

J Hendry

8 September 2004

F Forfar

Dunweedon Limited

A Mellor

8 September 2004

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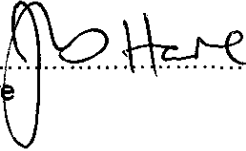
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W Dyer

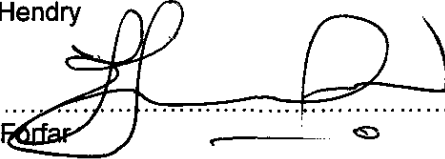
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8 September 2004

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THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY SHARES

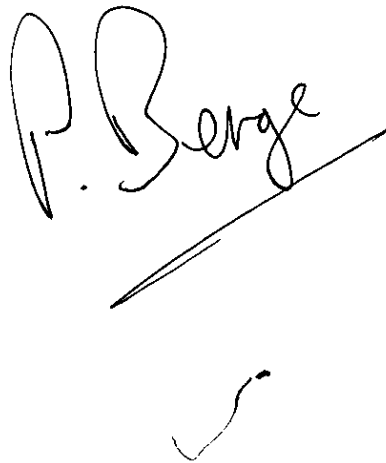
ARTICLES OF ASSOCIATION

OF

ANAXIOM (SCOTLAND) LIMITED

Adopted by written resolution on

8th September 2004

P. Berge


THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ANAXIOM (SCOTLAND) LIMITED (THE "COMPANY")

PRELIMINARY

1. Subject as hereinafter provided the regulations contained in or made applicable by Table A in The Companies (Tables A to F) regulations 1985 as amended by The Companies (Tables A to F) (Amendment) regulations 1985 and further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (such Table being hereinafter referred to as Table A) shall apply to the Company.

INTERPRETATION

2. In these Articles the undernoted expressions shall have the meanings set opposite them below:-

the "Act"	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force;
"Change of Control"	means, in relation to the Company, the acquisition of a Controlling Interest by a party or parties acting in concert who do not have such Controlling Interest at the date of the adoption of these Articles;
"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;
"Deferred Shares"	<i>means deferred shares of £1.00, forming, in the event of a conversion of CCRP Shares in terms of these Articles, part of the share capital of the Company;</i>
"Disposal"	means a sale or other disposal by a single transaction or number of transactions of the whole or substantially the whole of the undertaking and assets of the Company;
"Family Trust"	a trust which only permits the settled property or the income therefrom to be applied for the benefit of:-

- (a) the settlor and/or a Privileged Relation of that settlor; or
- (b) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities);

and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or the settlor or the Privileged Relations of the settlor. For purposes of this definition "settlor" includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased member;

the "Investment Agreement"

means the investment agreement entered into or to be entered into among Scottish Enterprise, the Company and Phillip James Benge, William Dyer and Janice Hendry, on or about the date of the adoption of these Articles;

"Net Profit"

shall mean the profit on ordinary activities before taxation of the profits earned and the gains realised, of the Company and its subsidiaries and subsidiary undertakings calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1);

"Original Member"

a member of the Company on the date of adoption of these Articles;

"Privileged Relations"

the spouse, parents, brothers and sisters of the member and the member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's children;

"Scottish Enterprise"

shall mean Scottish Enterprise, established by the Enterprise and New Towns (Scotland) Act 1990 and having its principal place of business at 150 Broomielaw, Atlantic Quay, Glasgow, G2 8WQ;

the "Scottish Enterprise Group"

shall mean Scottish Enterprise, any subsidiary for the time being of Scottish Enterprise and any company, corporation or other body of persons which shall have acquired the whole or substantially the whole of the undertaking of

Scottish Enterprise or any subsidiary of such company, corporation or body and any other body to which the statutory functions of Scottish Enterprise have been delegated or a Scottish Enterprise Successor and the expression "member of the Scottish Enterprise Group" shall be construed accordingly;

"Scottish Enterprise Successor" shall mean any party succeeding in whole or in part to the interest of Scottish Enterprise.

The words "written" and "writing" shall, unless the contrary intention appears, be construed as including references to printing and other modes of representing or reproducing words in a visible form and shall include any document sent by telex, facsimile or other similar means of transmission.

MODIFICATIONS

3. In regulation 1 of Table A the following words shall be inserted after the word "regulations" in line 1 thereof:- "and in any Articles adopting the same". The regulations numbered 2, 3, 24, 35, 40, 64, 73 to 80 inclusive, 94 to 98 inclusive, 101 and 118 of Table A shall not apply to the Company.

SHARE CAPITAL

4. The authorised share capital of the Company at the date of the adoption of these Articles is £1,043,043 divided into £1,000,000 ordinary shares of £1 each (the "Ordinary Shares") and 43,043 cumulative convertible redeemable preference shares of £1 each (the "CCRP Shares").
5. The Company may by special resolution, whether or not all the shares for the time being authorised have been issued or all the shares for the time being issued have been fully paid up, increase its share capital by the issue of new shares of such number and class as the special resolution prescribes. Except as provided in these Articles, the directors shall have no power to issue unissued shares and shall not allot, grant options, subscription or conversion rights over or otherwise dispose of them.
6. Notwithstanding any other provisions of these Articles the directors shall be bound to offer to any member of the Scottish Enterprise Group such a proportion of any ordinary shares which the directors determine to issue as the aggregate nominal value of ordinary shares in the equity share capital of the Company for the time being held by such member bears to the total issued ordinary shares of the Company immediately prior to the said issue. Any shares issued to any member of the Scottish Enterprise Group pursuant to such offer shall be issued upon terms and conditions as to payment and otherwise no less favourable than those made available to other members of the Company.

DIVIDENDS

7. 7.1 The profits of the Company available for distribution (as defined in section 263 (3) of the Act) shall (subject to Article 7.2), conditional on the directors of the Company recommending such distribution and subject to the approval of shareholders in general meeting, be paid to the holders of the Ordinary Shares, provided however that no dividend shall be paid in respect of any period prior to 7 September 2006 and thereafter while CCRP Shares are in issue no dividend to holders of Ordinary Shares, as a class, may exceed 50 per cent of Net Profit for the relevant financial year and the undistributed after tax reserves must always

be sufficient to enable payment by the Company of the Fixed Dividend and all other obligations incumbent upon the Company in relation to the CCRP Shares.

7.2 In the event of either:

7.2.1 a breach by the Company of the terms of Clause 2 of Part 3 of the Investment Agreement (a "Relevant Breach"); or

7.2.2 failure by the Company to redeem CCRP Shares in accordance with Article 10.2 (a "Failure to Redeem"),

the profits of the Company available for distribution shall be applied first in paying to the holders of the CCRP Shares a fixed cumulative net cash dividend (the "Fixed Dividend") of £0.10 per CCRP Share per annum, to be payable half yearly on 30 June and 31 December in every year. In the case of a Relevant Breach, the payment shall accrue from the day following 14 days after the date (upon which the holder of the CCRP Shares gives written notice to the Company) of the Relevant Breach (the "Remedy Period") in the event the Relevant Breach remains unremedied by the Company at the end of the Remedy Period, provided always that the Fixed Dividend shall only accrue for so long as the Relevant Breach remains unremedied. In the case of a Failure to Redeem, the Fixed Dividend shall only accrue for so long as the Company fails to redeem the CCRP Shares in question, in accordance with Article 10.2, provided that to the extent any Fixed Dividend becomes payable in accordance with this Article 7.2.2 such Fixed Dividend shall be calculated only in relation to the number of CCRP Shares which the Company fails to redeem in accordance with Article 10.2. Where any Fixed Dividend is payable the dividends payable to holders of Ordinary Shares shall be calculated by reference to the Net Profit after deduction of the Fixed Dividend.

7.3 Every dividend shall be distributed to the holders of the relevant shares *pro rata* according to the number of fully paid up shares held by them respectively and shall accrue on a daily basis. For the avoidance of doubt no dividend shall be paid on any partly paid share.

7.4 Where the Company has insufficient profits available for distribution and is thereby prohibited from paying dividends by the Act or any other provisions of these Articles the Fixed Dividend shall (notwithstanding that there has not been a recommendation of the directors or special resolution of the Company in general meeting that the Fixed Dividend be paid in accordance with Article 7.2) be a debt due by the Company and be payable in priority to any other dividend. For the avoidance of doubt if there are insufficient profits to pay the Fixed Dividend in full the Company shall pay such proportion of any dividend as it can lawfully pay and the balance shall be a debt due by the Company payable in priority to any other dividend.

7.5 The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of the Fixed Dividend and all other obligations incumbent upon the Company in relation to the CCRP Shares.

7.6 The Deferred Shares (if any) shall have no right to any participation in the profits of the Company.

CAPITAL

8. On a return of assets on liquidation or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied:-
 - 8.1 First, in paying to the holders of the CCRP Shares a sum equal to the aggregate of (a) £1.60 per CCRP Share falling due for redemption on or prior to 7 September 2007, (b) £2.40 per CCRP Share falling due for redemption 7 September 2008, (c) £3.00 per CCRP Share falling due for redemption on 7 September 2009, and (d) an amount equal to any arrears and accruals of dividend thereon to be calculated down to the date of the return of capital, in priority to any repayment to any other shareholders.
 - 8.2 Second, in distributing the balance of such assets among the holders of the Ordinary Shares, as a class, rateably according to the amounts paid up or credited as paid up on the Ordinary Shares held by them.

CONVERSION

9. In the event of any of (a) a breach by the Company of Clause 2 of Part 3 of the Schedule to the Investment Agreement, and/or (b) the failure by the Company to redeem the CCRP Shares in terms of Article 10.2, any holder of CCRP Shares may, by notice in writing (the "Conversion Notice") delivered to the Company, at any time or times convert all or part of the CCRP Shares then held by such holder into Ordinary Shares and Deferred Shares as follows:-
 - 9.1 The Ordinary Shares resulting from such conversion shall not constitute, in aggregate, more than 29.9% of the issued ordinary share capital following conversion.
 - 9.2 Conversion of such CCRP Shares shall take effect immediately upon the date of delivery of the Conversion Notice (hereinafter called the "Date of Conversion").
 - 9.3 The CCRP Shares shall be convertible to Ordinary Shares and Deferred Shares in multiples of nine (9) CCRP Shares except that at any time when less than nine (9) CCRP Shares remain in issue, those remaining CCRP Shares shall be convertible into Deferred Shares only.
 - 9.4 Every nine (9) CCRP Shares to be converted in terms of the Conversion Notice shall convert into one (1) Ordinary Share and eight (8) Deferred Shares.
 - 9.5 A holder of CCRP Shares serving a Conversion Notice shall send to the Company that holder's certificate in respect of the CCRP Shares then converted and the Company shall issue to such holder a certificate for the Ordinary Shares and the Deferred Shares resulting from the conversion and, if appropriate, a certificate for the balance of the CCRP Shares held by such holder.
 - 9.6 Subject to the Act, there shall be paid on each CCRP Share so converted a sum equal to any arrears, deficiency or accruals of the Fixed Dividend and the Fixed Dividend thereon to be calculated down to the Date of Conversion whether such dividends have been declared or earned or not.
 - 9.7 The Ordinary Shares resulting from such conversion shall rank *pari passu* in all respects with the other Ordinary Shares in issue in the capital of the Company at the Conversion Date in question save as regards any dividends payable in respect of the accounting period during which such conversion occurs in which

such Ordinary Shares shall be entitled to participate only in the proportion that the part of such period after such Conversion Date bears to the whole of such period.

REDEMPTION OF THE CCRP SHARES

10.

10.1 Subject to Article 10.8 the Company shall be entitled, at any time or times prior to 7 September 2007, to redeem all or part of the CCRP Shares then in issue at the redemption price of £1.60 in tranches of at least 5,000 CCRP Shares. Any redemption under this Article shall be effected by 28 days notice in writing given by the Company to the holders of CCRP Shares and shall be completed on the date of expiry of such notice. Notwithstanding the foregoing, no redemption at any time under this Article shall be made unless payment has been made of all arrears and accruals of the Fixed Dividend.

10.2 Subject to Articles 10.1 and 10.3, if at the relevant dates any CCRP Shares remain in issue, the number of CCRP Shares specified in Column 2 of the following table (or the number of CCRP shares which remain in issue if lower) shall be redeemed on the dates specified in Column 1 and at the price per CCRP Share specified in Column 3 of the following table:-

Column 1	Column 2	Column 3
7 September 2006	11,000	£1
7 September 2007	11,000	£1.60
7 September 2008	11,000	£2.40
7 September 2009	10,043	£3.00

10.3 On any occasion on which less than all of the CCRP Shares in issue are redeemed, the Company shall redeem that proportion of the holding of each holder of CCRP Shares corresponding to the proportion which the CCRP Shares then being redeemed bear to the number of CCRP Shares then in issue.

10.4 Upon each date on which CCRP Shares are to be redeemed, each of the holders of CCRP Shares shall deliver to the Company the certificate or certificates for the CCRP Shares held by them to be redeemed on that occasion. If any certificate so delivered includes any CCRP Shares not to be redeemed on that occasion, a fresh certificate for such shares shall be issued to the holder delivering such certificate to the Company.

10.5 If the Company shall be unable, in compliance with the provisions of any applicable statute, to redeem all or any of the CCRP Shares falling to be redeemed on any date, the Company shall redeem on the due date as many of the CCRP Shares then falling due to be redeemed as it is then able to redeem in compliance with applicable statutes and shall redeem the shares remaining in issue which should then have been redeemed as soon thereafter as the Company shall be able to do so in compliance with such provisions.

10.6 The CCRP Shares to be redeemed in accordance with the foregoing provisions of this Article 10 shall be redeemed by the Company at the registered office of the Company.

10.7 Any premium payable on redemption of the CCRP Shares shall be treated by the Company as a distribution and the Company shall make no application in

respect of it under section 225 of the Income and Corporation Taxes Act 1988.

- 10.8 Without prejudice to Article 16, in the event of (a) a Change of Control, and/or (b) a Disposal, a holder of CCRP Shares shall, at their sole discretion and within 14 days of written notification of the proposed Change of Control or Disposal, have the option ("the Option") to require that the proposed transferee(s) and/or purchaser purchases all CCRP Shares which remain in issue from the holder of the CCRP Shares at the redemption price at the next date in Article 10.2 after the date of a Change of Control and/or a Disposal. Purchase in accordance with this Article is to occur within 14 days of the date of the written notice notifying the Company of the exercise of the Option; and in the event that the Option is exercised, no Change of Control or Disposal may occur until the aforementioned acquisition has been completed. Notwithstanding the foregoing, no acquisition at any time under this Article shall be made unless payment has been made of all arrears and accruals of Fixed Dividend.

VOTING

11. The CRPP Shares and the Deferred Shares, if any, shall entitle the holders thereof to receive notice of and to attend all general meetings and to receive copies of all circulars sent to holders of shares or debentures in the Company and all resolutions of the Company in general meeting but shall not entitle the holders thereof to vote at any general meeting.

CLASS RIGHTS

12. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may 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 the issued shares of that class. Without prejudice to the generality of this Article, the special rights attached to the CCRP Shares shall be deemed to be varied:-

- 12.1 by the grant of any option or other right to subscribe for shares or by any alteration or increase or reduction of the authorised or issued capital of the Company or of any of its subsidiaries; or
- 12.2 by the application by way of capitalisation of any sum in or towards paying up any share or loan capital of the Company; or
- 12.3 by the calling of a meeting of the Company for the purpose of considering a resolution for the winding up of the Company; or
- 12.4 by the calling of a meeting of the Company for the purpose of considering a resolution for amending the memorandum or articles of association of the Company or varying in any way the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries; or
- 12.5 by the calling of a meeting to effect or approve any matter which would by virtue of this Article be a variation of the class rights of the CCRP Shares.

REDEMPTION AND PURCHASE OF SHARES

13. Subject to the provisions of Part V of the Act, the Company shall have power:-

- 13.1 pursuant to sections 159 and 160 of the Act to issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as the Company before the issue of the shares may by special resolution determine;
- 13.2 pursuant to section 162 of the Act to purchase its own shares (including any redeemable shares), and may make a payment in respect of any such redemption or purchase otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

TRANSFER OF SHARES

- 14.1 The directors shall refuse to register any transfer of shares made in contravention of the provisions of these Articles but shall not otherwise be entitled to refuse to register (and shall register) any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles, the directors may request the transferor, or the person named as the 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.

14.2 Permitted Transfers

14.2.1 Permitted transfers to relations and Family Trusts

Notwithstanding any other provision in these Articles any Original Member may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust of which he is the settlor provided that any transfer of shares to trustees to be held upon a Family Trust may only be made during the lifetime of such member.

14.2.2 Permitted transfers by Family Trusts

Where any shares are held by trustees upon a Family Trust:-

- 14.2.2.1 *on any change of trustees such shares may be transferred to the new trustees of that Family Trust;*
- 14.2.2.2 *such shares may be transferred at any time to the settlor or to another Family Trust of which he is the settlor or to any Privileged Relation of the settlor;*

14.2.3 Mandatory transfer if trust ceases to be a "Family Trust"

If and whenever any shares held by trustees upon a Family Trust cease to be so held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to any Privileged Relation of the settlor) or there cease to be any beneficiaries of the Family Trust other than a charity or charities a Transfer Notice (as hereinafter defined) shall be deemed to have been given in respect of the relevant shares (as hereinafter defined) by the holders thereof and such shares may not otherwise be transferred.

For the purposes of this sub-article the expression "relevant shares" means and includes the shares originally transferred to the trustees and any additional

shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them.

- 14.3 Notwithstanding any other provision contained in these Articles, the directors shall register the transfer of any shares made from any member of the Scottish Enterprise Group to any other member of the Scottish Enterprise Group, without restriction as to price or otherwise.

PRE-EMPTION RIGHTS

- 15.1 Save as otherwise provided in these Articles every member who desires to transfer any shares (the "Vendor") shall give to the Company notice in writing of such desire ("Transfer Notice"). Subject as hereinafter mentioned a Transfer Notice or Deemed Transfer Notice shall constitute the Company the Vendor's agent for the sale of the shares specified therein (the "Sale Shares") at the Sale Price.
- 15.2 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 or Deemed Transfer Notice being given the price which a chartered accountant (acting as an expert and not as an arbiter) nominated by agreement between the Vendor and the Company or in default of such agreement by the President for the time being of the Institute of Chartered Accountants of Scotland (or in his absence such applicable deputy) shall certify in writing the sum which in his opinion represents the fair value of the shares comprised in the Transfer Notice, calculated by determining the value of the whole issued share capital of the Company between a willing buyer and a willing seller on a going concern basis then valuing the Ordinary Shares and the CCRP Shares as classes in accordance with the arrangements for distribution of capital in Article 8 and then fixing the value of the shares comprised in the Transfer Notice as the same fraction of the proportion of the value of the whole Company referable to the class of shares in question as the number of shares comprised in the Transfer Notice are of the total number of shares issued or under option in the relevant class of shares in the capital of the Company, and on the assumption that the Sale Shares are capable of transfer without restriction and his decision as to Sale Price shall, in the absence of manifest error, be final and binding.
- 15.3 Save for shares sold pursuant to a Deemed Transfer Notice the Transfer Notice may contain a provision ("Total Transfer Provision") that unless all the shares comprised therein are sold by the Company pursuant to this Article none shall be sold and any such provision shall be binding on the Company.
- 15.4 If a chartered accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Vendor and save for shares sold pursuant to a Deemed Transfer Notice the Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the certified copy to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case the Vendor shall bear the cost.
- 15.5 Upon the price being fixed as aforesaid and provided the Vendor has not given a valid notice of cancellation the Company shall forthwith offer the Sale Shares as set out below.
- 15.6 Forthwith upon the Sale Price being determined the Sale Shares shall be offered to all holders of shares (other than the Vendor) of the same class *pro rata* as nearly as may be in proportion to the existing numbers of shares of the same class held by such members, giving details of the number and the Sale Price of such Sale Shares and whether the Sale

Shares are subject to a Total Transfer Provision and the method of allocation of the Sale Shares. The Company shall invite each such member as aforesaid to state in writing within twenty-one days from the date of the notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he is willing to purchase and such invitation will set the basis of allocation of the Sale Shares. The Sale Shares shall be allocated in accordance with Article 15.9.

- 15.7 Sale Shares of one class of shares shall be allocated first in satisfaction of the applications received from members holding the same class of shares. If after all applications for Sale Shares from that particular class have been satisfied, there are any Sale Shares remaining such Sale Shares shall be offered to the members holding other classes (other than the Vendor) *pro rata* as nearly as may be in proportion to the number of shares of such other classes held by them respectively. The Company shall invite each such member as aforesaid to state in writing within seven days after the Company establishes that shares are available for transfer, in terms of this Article 15.7 whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum number thereof which he is willing to purchase and such invitation will set the basis of allocation of the Sale Shares.
- 15.8 If the Company shall pursuant to the above provisions of this Article find a member or members of the Company willing to purchase all or (in the event of a Transfer Notice which does not contain a Total Transfer Provision) any of the Sale Shares 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 shall make default in so doing 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 authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall, subject to such transfers being duly stamped, enter the names of the purchasers in the register of members as the holders of such of the Sale Shares as shall have been transferred to them as aforesaid.
- 15.9 If the total number of Sale Shares applied for by the members is equal to or less than the number of Sale Shares available the Sale Shares shall be allocated in satisfaction of the applications received. If the total number of Sale Shares applied for is more than the number of Sale Shares available, the directors shall allocate the Sale Shares in satisfaction of each member's application for Sale Shares *pro rata* according to the proportion that the number of shares held by that member bears to the total number of shares held by all members who are prepared to acquire Sale Shares but for the avoidance of doubt excluding the Sale Shares.
- 15.10 The Company shall notify the Vendor and each member who applied for Sale Shares of the number of Sale Shares that have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the date by which applications had to be received) at which the sale of the Sale Shares shall be completed.
- 15.11 If the directors shall not have found a member or members of the Company willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this Article the Vendor shall at any time within six months after the final offer by the Company to its members be at liberty to sell and transfer such of the Sale Shares as have not been so sold to any person at a price being no less than the Sale Price. If the Sale Shares were the subject of a Total Transfer Provision, such a sale may only comprise all the Sale Shares and not part only. For the avoidance of doubt, if at the end of the six month period referred to above, the Vendor wishes to transfer any of the Sale Shares, such Sale Shares must be offered again to the existing shareholders in accordance with the provisions of this Article 15.

15.12 The foregoing provisions of this Article shall not apply to a transfer if the holders of at least 75% of the Ordinary Shares and Scottish Enterprise so direct in writing and the directors shall be obliged to register any such duly stamped transfer.

15.13 A Transfer Notice shall be deemed to have been given to the Company by any member who purports to transfer any shares other than in accordance with these Articles without giving a Transfer Notice to the Company and, in those circumstances, the Deemed Transfer Notice shall:-

15.13.1 be deemed to apply to the number and class of shares purported to have been transferred; and

15.13.2 entitle the Company to require delivery to it of the certificate for the shares purported to have been transferred,

and where the context permits references in these Articles to a Vendor shall include a member deemed to have served a Transfer Notice.

LIMITATION ON TRANSFER

16.1 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered if as a result of such sale or transfer and registration thereof a Controlling Interest would be obtained in the Company by a company in which one or more of the members of the Company (or persons acting in concert with them) has a Controlling Interest.

16.2 Notwithstanding any other provision of these Articles to the contrary, no sale or transfer of any shares in the share capital of the Company shall be made or registered without the previous written consent of the holders of at least 75% of the Ordinary Shares and Scottish Enterprise if as a result of such sale or transfer and registration thereof 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 before such transfer is made:

16.2.1 the Company shall have given to Scottish Enterprise thirty days' notice in writing of such sale or transfer (including details of the terms thereof) and at least twenty one days therefrom in which to exercise the right which members of the Scottish Enterprise Group may hold to convert CCRP Shares into Ordinary Shares;

16.2.2 the proposed transferee or transferees or his nominees has or have offered to purchase at the Specified Price (as hereinafter defined) all shares held by members of the Scottish Enterprise Group and their nominees in the Company and such offer shall have remained open for acceptance for a period of not less than seven days commencing on the date of expiry of the twenty one day period referred to in Article 16.2.1;

16.2.3 any contract between members of the Scottish Enterprise Group and such offeror, constituted on acceptance of any such offer, shall have been completed immediately prior to the transfer in question being made; and

16.2.4 the Company, the proposed transferee or transferees or his or their nominees shall (if required during the thirty day period referred to in Article 16.2.1 to do so by Scottish Enterprise) have repaid or procured repayment of any monies then owing by the Company or any subsidiary of the Company to any members

of the Scottish Enterprise Group together with any arrears or accruals of interest to the date of repayment, immediately prior to the transfer in question being made.

- 16.3 For the purpose of this article 'the Specified Price' shall mean, in the case of Ordinary Shares, a price per share equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other equity shares in the Company plus (i) the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other equity 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 for such other shares provided that if any part of the price per share is payable otherwise than by cash Scottish Enterprise may at its option elect to take a price per share of such cash sum as may be agreed by it having regard to the substance of the transaction as a whole plus (ii) in either case a sum equal to any arrears or accruals of dividends on such share calculated down to the date of sale or transfer and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as an expert and not as an arbiter) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants of Scotland and in his absence such applicable deputy) whose decision shall be final and binding, and in the case of CCRP Shares, shall mean the aggregate of (a) £1.60 per CCRP Share falling due for redemption on or prior to 7 September, 2007, (b) £2.40 per CCRP Share falling due for redemption on 7 September, 2008, (c) £3.00 per CCRP Share falling due for redemption on 7 September 2009, and (d) a sum equal to any arrears or accruals of Fixed Dividend thereon.

PROCEEDINGS AT GENERAL MEETINGS

17. No business shall be transacted at any meeting, unless a quorum is present. Two persons, or one person where the Company has a single member, entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

APPOINTMENT AND RETIREMENT OF DIRECTORS

18. The maximum number and minimum number respectively of the directors may be *determined from time to time by ordinary resolution of the Company in general meeting*. 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. Whensoever the minimum number of directors shall be one, a sole director shall have authority to exercise all the powers and discretions given by Table A and by these Articles expressed to be vested in the directors generally, and regulation 89 in Table A shall be modified accordingly.
19. At the first annual general meeting none of the directors shall retire from office nor shall the directors subsequently be subject to retirement by rotation.
20. At any time and from time to time the Company in general meeting may by ordinary resolution appoint any person to be a director and determine the period for which such person is to hold office.
21. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors.

BORROWING POWERS

22. The directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject to section 80 of the Companies Act 1985 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.

PROCEEDINGS OF THE DIRECTORS

23. A director may vote on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. If he does so, his vote shall be counted and he may be counted in the quorum at any meeting of the directors at which any such matter as referred to in the previous sentence shall come before the meeting for consideration.
24. Without prejudice to the first sentence of regulation 88 of Table A, a meeting of the directors may consist of a conference between directors who are not all in the one place but who can communicate with each of the others and be heard by each of them simultaneously by telephone or video conference facilities, and the word "meeting" in these Articles and in Table A shall be construed accordingly.
25. The quorum necessary for the transaction of the business of the directors shall be three.

RESOLUTION BY MEMBERS

26. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations, by their duly appointed attorneys) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the members or their attorneys, and the signature in the case of a corporate body which is a member shall be sufficient if made by a director thereof or its duly appointed attorney.

THE SEAL

27. If the Company has a seal it shall only be used with the authority of the directors or a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the company secretary or second director. The obligation under regulation 6 of Table A relating to sealing of share certificates shall only apply if the Company has a seal.

INDEMNITY

28. 28.1 Subject to the provisions of section 310 of the Act every officer, agent and auditor, for the time being of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any applications under sections 144 (3) and (4) or 727 of the Act in which relief is granted to him by the court, and such indemnity shall extend to the former officers, former agents and former auditors of the Company.

- 28.2 The directors shall have power to purchase and maintain for any director or officer of the company insurance against any such liability as is referred to in section 310(1) of the act.

TRANSFERS - CHANGE OF CONTROL

- 29.1 In this Article the following words have the following meanings:

'Majority Shareholders'	Shareholders willing to accept a Purchase Offer and who together hold 51% or more of the Shares
'Minority Shareholders'	Shareholders other than the Majority Shareholders
'Purchase Offer'	a bona fide offer to purchase all the Shares at a price not less than the fair value of the Shares (as defined in and determined by Article 15.2) made on arms length terms by a third party who is not a member of the Company or a Connected Person of a Shareholder
'Shares'	all the issued ordinary shares in the capital of the Company
'Specified Price'	a price per share at least equal to that offered to the Majority Shareholders for their Shares plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) receivable by all or any of the Majority Shareholders which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price payable for the Shares held by the Majority Shareholders
'Connected Person'	as defined bt section 839 of the Income and Corporation Taxes Act 1988
'Shareholders'	the holders for the time being of ordinary shares in the capital of the Company

- 29.2 If at any time after the third anniversary of the adoption of these Articles Majority Shareholders wish to accept an offer for 51% or more of the Shares then they shall notify the Minority Shareholders of the Purchase Offer and the Specified Price at least 14 days before the date set for completion.

- 29.3 If the Majority Shareholders so request the Minority Shareholders shall transfer the ordinary shares held by them to the offeror for the Specified Price provided that the Minority Shareholders shall not be required to transfer any ordinary shares unless the Company has first repaid any monies owed by it to the Minority Shareholders or owed by the Company to a third party if a Minority Shareholder has guaranteed repayment by the Company to the third party of the whole or any part of such monies.
- 29.4 If a Minority Shareholder so requests the Majority Shareholders shall procure that the Minority Shareholder is able to transfer the ordinary shares held by him to the offeror at the Specified Price and that the Company repays any monies owed by it to the Minority Shareholder or owed by the Company to a third party if the Minority Shareholder has guaranteed repayment by the Company to the third party of the whole or any part of such monies.
- 29.5 If a Minority Shareholder fails to transfer any ordinary shares held by him to the offeror in accordance with Articles 28.3 or 28.4 then the Board shall authorise a person to execute a transfer of such ordinary shares to the offeror. The Company may give a good receipt for the Specified Price for such ordinary shares and may register the offeror as holder of them and to issue to them certificates for such ordinary shares. After the name of the offeror has been entered into the register the validity of the proceedings shall not be questioned by any person. The Minority Shareholder shall in such case surrender his certificate for the ordinary shares to the Company whereupon he shall be entitled to receive the specified price which shall in the meantime be held by the Company on trust for him but without interest.
- 29.6 In default of agreement as to the Specified Price it shall be certified by an independent chartered accountant of not less than ten years standing to be agreed between the Minority Shareholders and the Majority Shareholders. In default of agreement the independent chartered accountant will be appointed by the President for the time being of the Institute of Chartered Accountants in Scotland. In so certifying the chartered accountant shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the parties.
- 29.7 The Minority Shareholders and the Majority Shareholders will all use their best endeavours to ensure that the independent accountants produce their certificate as soon as reasonably possible after it has been requested and in particular will all supply such information to the independent accountants as the independent accountants may consider necessary in order to prepare the certificate.
- 29.8 The cost of obtaining the Independent Accountants' certificate shall be borne by the Majority Shareholders.

TRANSMISSION OF SHARES

- 30.1 Any person becoming entitled to ordinary shares in consequence of the death or bankruptcy of any shareholder shall give a transfer notice (as defined in Article 15.1) before he elects in respect of any share to be registered himself or to execute a transfer.

- 30.2 If a person becoming entitled to ordinary shares in consequence of the death or bankruptcy of any shareholder does not give a transfer notice within one year of the death or bankruptcy he shall be deemed to have given a transfer notice on the anniversary of the death or bankruptcy.

ARTICLES OF ASSOCIATION
of
ANAXIOM (SCOTLAND) LIMITED

2004

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