

Company Number: 4441386

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS OF
CAMBRIDGE INTERNETWORKING LIMITED

Pursuant to Section 381A of the Companies Act 1985 ("the Act")

We, the undersigned members of the above named Company being the only members who at the date hereof would be entitled to attend and vote at a general meeting of the Company, hereby resolve as follows:-

1. **THAT** the capital of the Company be increased to £25,000 by the creation of 15,000 ordinary shares of one pound each
2. **THAT** each share in the entire issued and unissued share capital be subdivided into 100 shares of one penny each.
3. **THAT** the directors of the Company be authorised pursuant to Section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot the ordinary shares of 1 pence each in the Company created by the resolutions above **AND** the authority conferred by this Resolution shall expire at the end of the period of five years from the date of the passing of this Resolution.
4. **THAT** the Articles of Association, attached to this resolution and initialled by the chairman be adopted as the Articles of Association of the Company to the exclusion of and in substitution for the existing Articles of Association.

Dated **August 2002**

21 / 8 / 2002

Derek Roberts

Signed: *D.F. Roberts*



Steven Pope

Signed: *S. Pope*

Company Number: 4441386

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS OF
CAMBRIDGE INTERNETWORKING LIMITED

Pursuant to Section 381A of the Companies Act 1985 ("the Act")

We, the undersigned members of the above named Company being the only members who at the date hereof would be entitled to attend and vote at a general meeting of the Company, hereby resolve as follows:-

1. **THAT** the capital of the Company be increased to £25,000 by the creation of 15,000 ordinary shares of one pound each
2. **THAT** each share in the entire issued and unissued share capital be subdivided into 100 shares of one penny each.
3. **THAT** the directors of the Company be authorised pursuant to Section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot the ordinary shares of 1 pence each in the Company created by the resolutions above **AND** the authority conferred by this Resolution shall expire at the end of the period of five years from the date of the passing of this Resolution.
4. **THAT** the Articles of Association, attached to this resolution and initialled by the chairman be adopted as the Articles of Association of the Company to the exclusion of and in substitution for the existing Articles of Association.

Dated 23 August 2002

Derek Roberts

Signed:

AD4
COMPANIES HOUSE

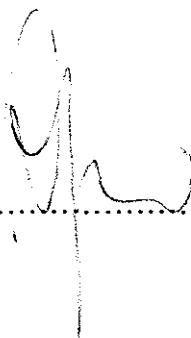
U230
12/09/02

Steven Pope

Signed:

Andy Hopper

Signed:

A handwritten signature in dark ink, appearing to be 'AH', written over a horizontal dotted line.

David Clarke

Signed:

David Riddoch

Signed:

Tom McGuire

Signed:

Helen Pope

Signed:

Peter Mason

Signed:

Andy Hopper

Signed:

David Clarke

Signed: *D. J. Clarke*

David Riddoch

Signed: *David Riddoch*

Tom McGuire

Signed:

Helen Pope

Signed:

Peter Mason

Signed:

Andy Hopper

Signed:

David Clarke

Signed:

David Riddoch

Signed:

Tom McGuire

Signed: *1-c. n.l.*

Helen Pope

Signed:

~~Peter Mason~~

~~Signed:~~

Company Number: 4441386

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS OF
CAMBRIDGE INTERNETWORKING LIMITED

Pursuant to Section 381A of the Companies Act 1985 ("the Act")

We, the undersigned members of the above named Company being the only members who at the date hereof would be entitled to attend and vote at a general meeting of the Company, hereby resolve as follows:-

1. **THAT** the capital of the Company be increased to £25,000 by the creation of 15,000 ordinary shares of one pound each
2. **THAT** each share in the entire issued and unissued share capital be subdivided into 100 shares of one penny each.
3. **THAT** the directors of the Company be authorised pursuant to Section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot the ordinary shares of 1 pence each in the Company created by the resolutions above **AND** the authority conferred by this Resolution shall expire at the end of the period of five years from the date of the passing of this Resolution.
4. **THAT** the Articles of Association, attached to this resolution and initialled by the chairman be adopted as the Articles of Association of the Company to the exclusion of and in substitution for the existing Articles of Association.

Dated 23rd August 2002

Derek Roberts

Signed:

Steven Pope

Signed:

AZU
COMPANIES HOUSE

U400
12/09/02

Andy Hopper

Signed:

David Clarke

Signed:

David Riddoch

Signed:

Tom McGuire

Signed:

Helen Pope

Signed: 

~~Peter Mason~~

~~Signed:~~

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION

of

CAMBRIDGE INTERNETWORKING LIMITED

No. 4441386

The Companies Act 1985

Private Company Limited by Shares

NEW ARTICLES OF ASSOCIATION

of

CAMBRIDGE INTERNETWORKING LIMITED

No. 4441386

Adopted by Special Resolution passed
on 23 August, 2002

1. Interpretation

1.1 In these Articles if not inconsistent with the subject or context the following words and expressions shall have the following meanings:

1.1.1 **"the Act"** means the Companies Act 1985 as amended or re-enacted from time to time.

1.1.2 **"the Shares"** means Ordinary Shares of 1 pence each.

1.1.3 **"Table A"** means Table A in the Schedule to the Companies (Tables A-F) Regulations 1985.

1.1.4 **"Issued Share Capital"** means the Shares which are in issue from time to time

1.1.5 **"Founder Shareholder"** means Steven Pope, Derek Roberts, Andy Hopper, David Clarke and David Riddoch

1.1.6 **"Shareholder"** means a member who holds shares in the company.

1.1.7 **"Fair Market Value"** shall be the price agreed between the proposing transferor or his personal representatives and the Directors or, if they do not agree a price within 14 days of the issue or deemed issue of the Transfer Notice, the price certified by the Auditors or another firm of chartered accountants appointed by the Board, acting as experts and not as arbitrators, to be the market value which is in the opinion of the auditors/accountants likely to result in a sale of the relevant shares.

2. **Table A**

2.1 The Regulations contained in Table A in Regulations made by the Secretary of State S.I. 1985 No. 805 and S.I. 1985 No 1052 (hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby. References in these Articles to numbered Regulations shall, unless the context otherwise requires, be deemed to be references to Regulations in Table A. The Regulations of Table A numbered 3, 24, 40, 53, 59, 64, 73, 74, 75, 89, 90 and 94 shall not apply to the Company and in lieu thereof and in addition to the remaining Regulations in Table A, the following shall be the Articles of the Company.

3. **Share capital**

3.1 The Capital of the Company (at the date of adoption of these Articles) is £25000 divided into 2,500,000 Ordinary Shares of 1 pence each.

3.2 The Directors are unconditionally authorised for the purposes of section 80 of the Act at any time or times during the period of five years from the date of adoption of these Articles to allot or otherwise dispose of shares up to the amount of the authorised share capital of the Company at the date of adoption of these Articles to such persons, on such terms and conditions, and either at a premium or at par and at such times as the Directors think fit, and with full power to give to any person the call of any share at a premium or at par during such times and for such consideration as the Directors think fit, and to grant to any person subscribing or agreeing to subscribe or

procuring or agreeing to procure subscriptions for any shares an option to require the Company to allot to him or his nominees any further shares in the Company at not less than par. In accordance with section 91(1) of the Act sections 89(1) and 90(1) to 90(6) inclusive shall be excluded from applying to the Company.

- 3.3 Except with the consent or sanction of the members from time to time, all shares for the time being unissued, whether in the original or any increased capital of the company, shall be offered in the first instance for subscription by the existing members pro rata to the number of shares then held by them respectively. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than 14 days) after which the offer, if not accepted, will lapse and determine.
- 3.4 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 new shares of such number and class as the special resolution prescribes.
- 3.5 Subject to the provisions of the Act the Company may:-
- 3.5.1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder;
 - 3.5.2 purchase its own shares (including any redeemable shares);
 - 3.5.3 make a payment in respect of the redemption or purchase, under sections 159 and 160 or (as the case may be) section 162 of the Act and the relevant power contained in Table A, of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by sections 170 to 175 inclusive of the Act.
- 3.6 The following words shall be added in the sixth line of Regulation 6 after "shall be sealed with the seal" :- " or shall be signed by two Directors or one Director and the Company Secretary".

3.7 The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time and in respect of that share. The Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a member or not and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.

4. Transfer of Shares

4.1 The instrument of transfer of any share shall be executed by or on behalf of the transferor. In the case of a partly paid share, the instrument of transfer must also be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of Shareholders in respect of it.

5. Pre-emption rights

5.1 The right to transfer shares in the company shall be subject to the following restrictions:-

5.1.1 Pre-emption rights may arise in either of the following circumstances:-

5.1.2 A Founder Shareholder ceases to be neither employed nor a director nor a consultant to the Company (a "leaving event") other than in a death or incapacity event;

5.1.3 A Shareholder (who continues to be employed or a director of the Company) wishes to transfer his shares to a third party (a "Founder selling event").

- 5.1.4 A Shareholder (other than a Founder Shareholder) wishes to transfer his shares to a third party (a "Shareholder selling event").
- 5.1.5 A Founder Shareholder dies or is seriously incapacitated (a "death or incapacity event")
- 5.2 In the case of a leaving event above, the Founder Shareholder who is ceasing to be neither employed nor a consultant nor a director of the Company ("the proposing transferor") will be deemed to give a Transfer Notice on the last day of his employment, consultancy or directorship. The Transfer Notice will constitute an offer to sell at par a proportion of the proposing transferor's shareholding. The proportion of Shares to be offered under the Transfer Notice (The "offered shares") will be as follows:
 - 5.2.1 100% if the leaving event occurs within 12 months of the adoption of these Articles
 - 5.2.2 66% if the leaving event occurs after 12 months but before the second anniversary of the adoption of these Articles
 - 5.2.3 33% if the leaving event occurs after the second anniversary of the adoption of these Articles but before the third anniversary
 - 5.2.4 0% if the leaving event occurs after the third anniversary of the adoption of these Articles
- 5.3 In the case of a death or incapacity event above, the Founder Shareholder who is affected ("the proposing transferor") will be deemed to give a Transfer Notice one month after his death or, if incapacitated, on the last day of his employment, consultancy or directorship. The Transfer Notice will constitute an offer to sell half of the proposing transferor's shareholding to the other Founder Shareholders at par pro rata to their then existing shareholdings and the remainder to be offered to the other Founder Shareholders at Fair Market Value under the pre-emption procedure set out below

- 5.4 Each eligible Founder Shareholder (other than the proposing transferor), shall have the right to purchase that portion of the offered shares that bears the same ratio as that Founder Shareholder's existing shareholding bears to the total number of remaining shares then held by all Founder Shareholders (excluding the proposing transferor), unless such eligible Founder Shareholders unanimously agree upon a different proportion, or unless one or more of such eligible shareholders decline to purchase, in which case the declining members portion of the offered shares shall be apportioned pro rata according to the accepting shareholders respective holdings of Shares or on such other basis as is agreed upon among the other accepting Founder Shareholders.
- 5.5 If the eligible Founder Shareholders do not elect, in the aggregate, to purchase all of the offered shares in the manner provided in section 5.3 above within 30 days after the date of the Transfer Notice, then the proposing transferor shall immediately offer in writing to sell the shares remaining to the Company at the same price. As soon as practicable after any such Transfer Notice shall have been received, the Chairman of the Board shall call a special meeting of the Board for the purpose of determining whether the Company will accept the offer in whole or in part. If the Board determines not to acquire all of the remaining offered Shares, the proposing transferor shall have the right to retain the remaining offered Shares.
- 5.6 In the event of a Founder selling event above, any Founder Shareholder shall be permitted to sell any or all of that Founder Shareholder's shares subject to giving first refusal to each of the Founder Shareholders
- 5.7 In the event of a Shareholder selling event above, any Shareholder (other than a Founder Shareholder) shall be permitted to sell any or all of that Shareholder's shares subject to giving first refusal to each of the other Shareholders
- 5.8 Before requiring the Company to register a transfer of any shares, a Shareholder proposing to transfer them ("the proposing transferor") shall

give notice in writing ("a Transfer Notice") to the other eligible Shareholders that he desires to transfer such shares and shall immediately deliver to the Company and to the eligible Shareholders (other than any Shareholders that are proposing transferors) a copy of the agreement of purchase and sale with the proposed purchaser ("Offeror"), and shall offer in writing to sell the Shares covered by such agreement (the "Notice of Offer") first to the eligible Shareholders, at the price and on the other terms and conditions set forth in such agreement.

- 5.9 Each eligible Shareholder (other than the proposing transferor), shall have the right to purchase that portion of the offered shares that bears the same ratio as that Shareholders existing shareholding bears to the total number of remaining Shares then held by all eligible Shareholders (excluding the proposing transferor), unless such eligible Shareholders unanimously agree upon a different proportion, or unless one or more of such eligible Shareholders decline to purchase, in which case the declining members portion of the offered Shares shall be apportioned pro rata according to the accepting Shareholders respective holdings of Shares or on such other basis as is agreed upon among the other accepting Shareholders.
- 5.10 If the eligible Shareholders do not elect, in the aggregate, to purchase all of the offered Shares in the manner provided for above within 30 days after the date of the Transfer Notice, then the proposing transferor may sell all but not less than all, of the offered Shares to the Offeror in strict compliance with the terms of the purchase agreement submitted to the Company and Shareholders with the notice of offer.
- 5.11 If the sale of the offered Shares to the Offeror is not consummated within ninety (90) days after the date of the Notice of Offer, then the provisions of this article shall again become applicable to the Shares of the proposing transferor, and such Shareholders must again comply with all of the terms and conditions of sections 5.7 to 5.9 with respect to any proposed transfer of their respective Shares.

5.12 If the eligible Shareholders (other than the proposing transferor) or the Company elect, in their aggregate to purchase the offered shares pursuant to the provisions of this article, the proposing transferor shall deliver at the closing, documents effecting the transfer of such Shares, in form and substance acceptable to the Company and any purchasing Shareholders. The purchasing Shareholders and the Company shall pay the respective proportions of the purchase price to the proposing transferor. If any proposing transferor fails to deliver such transfer documents in accordance with the terms of this section, the Company or the purchasing Shareholders may, in addition to all other remedies they may have, hereunder or otherwise tender to such proposing transferor, the purchase price for the Shares to be transferred, and

5.12.1 in the case of Shares to be sold to the Company, cancel such Shares on the books and records of the Company, whereupon all such proposing transferors right, title and interest in and to such Shares shall terminate, and

5.12.2 in the case of Shares to be sold to one or more purchasing Shareholders, the Company shall issue certificates representing such Shares to the purchasing Shareholders and register the purchasing Shareholders on the Company's books and records as the record owners of the Shares, whereupon all of such proposing transferors right, title and interest into such Shares shall terminate.

Tag Along Rights

5.13 If any proposing transferor(s) desire to sell transfer or assign to any person Ordinary Shares and obtain a bona fida written offer ("Offer") from an Offeror to purchase such proposing transferor(s)' Shares, representing more than 66% of the Issued Share Capital, for cash or the equivalent of cash payable in full at the closing of such purchase and sale.

5.14 The proposing transferor(s) shall give written notice to the Company and each other Shareholder of its desire to accept the Offer, which notice shall

be accompanied by a copy of the Offer, and shall specify the price per Ordinary Share and other material terms and conditions thereof and the anticipated closing date for such transaction.

- 5.15 Each Shareholder other than the proposing transferor(s) shall have the right to require the proposing transferor(s) to include and to cause the inclusion of, all, but not less than all, of the Ordinary Shares held by such other Shareholders in the proposed sale to the Offeror, on the same terms and conditions (including price per Ordinary Share) as apply to the sale of the proposing transferor(s)'s Shares to the Offeror. Each other Shareholder desiring to exercise such rights (a "Tag Along Shareholder") shall delivery to the proposing transferor(s) written notice thereof, not later than thirty (30) days following delivery of the proposing transferor(s)'s notice. Following receipt of any such notice, the proposing transferor(s) shall require the documentation for such transaction to reflect the inclusion of the Shares of all Tag Along Shareholders therein.

Drag Along Rights

- 5.16 If an Offer is made at arms length to any Shareholder or Shareholders to purchase all of their issued Ordinary Shares in the Company and the Shares in respect of which an Offer is accepted represent more than 66% of the Issued Shares Capital ("the Accepting Shares") the holder of all other Ordinary Shares in the Company ("the Drag Along Shareholders") shall provided all pre-emption rights on the transfer of shares contained in these Articles have been complied with and if required by the Offeror in writing be bound to accept or shall be deemed to have accepted the Offer in respect of all their Ordinary Shares on the same terms as those accepted by the holders of the Accepting Shares.
- 5.17 Each of the Drag Along Shareholders shall be bound to comply with the obligations assumed by virtue of acceptance of the Offer.
- 5.18 In the event that any Drag Along Shareholder fails to accept the Offer made to them or having accepted such offer fails to complete the sale of any of their Ordinary Shares pursuant to the Offer or otherwise fails to take action

required by them under the terms of the Offer the Directors (or any of them) may authorise any person to accept the offer on behalf of the Drag Along Shareholder or undertake any action required under the terms of the Offer on the part of a Drag Along Shareholder who has accepted the Offer. The Directors may in particular authorise any person to execute a transfer of any Ordinary Shares held by a Drag Along Shareholder in favour of the Offeror (or its nominee) as holder thereof and issue to its certificates for the same. The Drag Along Shareholder shall in such case be bound to deliver up their certificate for Ordinary Shares to the Company whereupon the Drag Along Shareholder shall be entitled to receive the purchase consideration for such Ordinary Shares which shall in the meantime be held by the Company on trust for the Drag Along Shareholder (but without interest). After the name of the Offeror (or its nominee) has been entered into the Register in purported exercise of these powers the validity of the proceedings shall not be questioned by any person.

6. General Meeting

- 6.1 No business shall be transacted at any general meeting unless the requisite quorum is present. Three Founder Shareholders present in person or by proxy shall be a quorum for all purposes (save as set out in Article 6.2 below).
- 6.2 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day (or if that day is a holiday, to the next working day) in the next week but one and at the same time and place or to such other date, time and place as the directors may determine (not being more than 30 days nor less than 10 days after the date appointed for the adjourned meeting unless so agreed by the holders of not less than nine tenths in nominal value of the Shares entitled to vote at the meeting) and at the adjourned meeting those members (or that member as the case may be) present and entitled to vote shall constitute a quorum for all purposes.

- 6.3 Where a meeting is adjourned under Article 6.2 for 10 days or more not less than 7 days' notice of the adjourned meeting shall be given as in the case of an original meeting.
- 6.4 A member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him notwithstanding that any monies payable in respect of that share have not been paid in full. Regulation 57 of Table A shall not apply.
- 6.5 A resolution in writing signed or approved by letter, fax, or e-mail by all members of the company who would have been entitled to vote upon it if it had been duly proposed at a general meeting of the Company shall be valid and effectual as if it had been passed at such general meeting. Any such resolution may consist of several documents in like form signed by or for one or more members.

7. Directors

- 7.1 Until otherwise determined by ordinary resolution the number of Directors (excluding alternate Directors) shall not be subject to any maximum but shall not be less than one.

8. Powers and duties of directors

- 8.1 A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest in the manner required by Section 317 of the Act. A Director may vote in respect of any such contract or proposed contract and if he does so vote his vote shall be counted and he shall be capable of being counted towards the quorum at any meeting of the Directors at which any such contract or proposed contract shall come before the Board for consideration.
- 8.2 A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be

disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

8.3 Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company.

8.4 The quorum necessary for the transaction of business of the Directors may be fixed by the Directors and until so fixed shall, except when one Director only is in office, be two. A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum. When one Director only is in office he shall have and may exercise all the powers and authorities in and over the affairs of the Company as are by these Articles conferred on the Board of Directors. In the event of an equality of voting on any resolution the chairman of the meeting shall have a casting vote.

9. Proceedings of directors

9.1 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 directors shall be given to each director, including directors who are absent from the United Kingdom and have given the Company their addresses outside the United Kingdom. Directors who are absent from the

United Kingdom shall be entitled to receive 7 days' notice of every meeting."

9.2 Questions arising at any meeting of the directors or of any committee shall be decided by a majority of votes of the directors present. The chairman shall have a second or casting vote

9.3 Any director or alternate director may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such 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. Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that fewer than three directors or alternate directors are physically present at the same place. 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.

10. Notices

10.1 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including facsimile and electronic mail. A notice communicated by immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

11. Indemnity

11.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company is entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in

the execution of his duties or in the exercise of his powers or otherwise in connection with his office, including any liability incurred by him

- 11.2 in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part; or
- 11.3 in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company. The Company may purchase and maintain for any person to whom this Article applies insurance against any liability in respect of which he is entitled to be indemnified.