

Company number: 3088424

The Companies Act 1985
Company Limited by Shares

Special Resolution

of

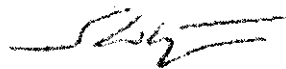
Quest Search and Selection Limited

Passed on 14 August 2006

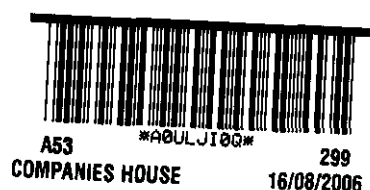
At an EXTRAORDINARY GENERAL MEETING of the Company duly convened and held on the above date the following resolution was duly passed as a SPECIAL RESOLUTION of the Company:

RESOLUTION

THAT the Articles of Association, a copy of which is produced to the meeting and initialled for the purpose of identification 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.



Simon Whittington, Chairman




ARTICLES OF ASSOCIATION

of

QUEST SEARCH AND SELECTION LIMITED (Company number 3088424)

(adopted by special resolution passed on
14 August 2006)

WE CERTIFY THIS
TO BE A TRUE COPY
OF THE ORIGINAL

ROITER ZUCKER
SOLICITORS

1 Preliminary

- 1.1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended ('Table A') shall apply to the company except in so far as they are excluded or varied by these articles.
- 1.2 Expressions defined in regulation 1 of Table A shall where the context admits bear in these articles the meanings so defined.

2 Share capital

- 2.1 The present share capital of the company is £2,000,000 divided into 200,000,000 ordinary shares of 1p each.
- 2.2 The shares of the company for the time being unissued, whether forming part of its present capital or not, shall be at the disposal of the directors, who shall have general and unconditional authority for a period of five years from the date of adoption of these articles and afterwards, pursuant to an offer made by the company before the expiry of the five-year period, to grant options over or otherwise dispose of them to such persons, at such times and on such terms as they shall think fit.
- 2.3 In regulation 2 of Table A there shall be substituted for the words following 'issued with' the words 'or have attached to it such rights or restrictions as the company may by special resolution determine'.
- 2.4 The provisions of Section 89(1) of the Act do not apply to the Company.

3 Lien and forfeiture

- 3.1 The lien conferred by regulation 8 of Table A shall attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the company. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article.
- 3.2 In regulation 8 of Table A there shall be substituted for the words 'any amount payable in respect of it' the words 'all distributions and other moneys or property attributable to it'; and the same words shall be substituted in regulation 19 for the words 'all dividends or other moneys payable in respect of the forfeited shares'.

4 Transfer of shares

- 4.1 The personal representatives of a deceased member may transfer any of the shares registered in his name as sole holder or as sole surviving joint

holder to any Relative of the deceased member becoming entitled to such shares under the will or on the intestacy of the deceased member. For the foregoing purposes 'Relative' means and includes either parent and the children and remoter issue (whether natural or adopted) over the age of eighteen years of either parent of the deceased member, and any wife, widow, husband or widower of any such parent, child or remoter issue, or of the member or deceased member himself or herself.

- 4.2 Any shares registered in the name of one or more holders as the trustees or trustee of a will or settlement may be transferred into the name or joint names of any new or continuing trustees or trustee upon any change in the trusteeship thereof, or into the name of any person becoming absolutely entitled to such shares (whether or not in pursuance of the exercise of any discretionary power) by virtue of the trusts of such will or settlement.
- 4.3 Except in the case of a transfer of shares expressly authorised by the preceding articles, the right to transfer shares in the company shall be subject to the following restrictions:
- 4.3.1 Before requiring the company to register a transfer of any shares the person, whether a member of the company or not, desiring to transfer them ('the Proposing Transferor') shall give notice in writing ('the Transfer Notice') to the company that he desires to sell such shares or any of them and shall specify in the Transfer Notice the price at which he is prepared to sell such shares. The Transfer Notice shall constitute the company as the agent of the Proposing Transferor for the sale of all or any of the shares specified in the Transfer Notice to the other members at such price.
- 4.3.2 All shares comprised in any Transfer Notice shall be offered by the company in the first instance for sale, to all members holding shares of the same class as those so comprised (other than the Proposing Transferor) on the terms that if more than one such member desires to purchase such shares then the shares so offered shall be sold to members accepting the offer in proportion (as nearly as may be) to their existing holdings of such shares. All offers of shares under this article 4.3.2 shall be made in writing and sent by pre-paid post to the members at their respective registered addresses, and shall limit a time (not being less than twenty one days) within which the offer must be accepted or in default be treated as declined. If the Proposing Transferor does not in the Transfer Notice specify the price at which he is prepared to sell such shares then such shares shall be offered for sale at the prescribed price (as determined in article 4.3.7). A Transfer Notice once received by the company shall not be revocable without the prior consent of the directors.
- 4.3.3 If the Proposing Transferor has specified a price at which he is prepared to sell such shares, and within the period of two months of receiving a Transfer Notice the company finds members or other persons ('the Purchasers') willing to purchase all or any of the shares specified in the Transfer Notice at the specified price and gives notice of the fact to the Proposing Transferor, he shall be bound upon payment of the specified price to transfer those shares or such of those shares as are applied for to such members or

other persons.

- 4.3.4 If no price is specified and within a period of two months after receiving a Transfer Notice the company finds members or other persons ('the Prospective Purchasers') who are willing to purchase all or any of the shares specified in the Transfer Notice subject to agreement upon the price for such shares and gives written notice of the fact to the Proposing Transferor then the provisions of article 4.3.7 as regards the determination of the prescribed price shall take effect, and if the price for such shares as so determined under article 4.3.7 is acceptable to the Prospective Purchasers, who give notice in writing of that fact to the company, then the company shall give written notice of that fact to the Proposing Transferor who shall be bound upon payment of the prescribed price for such shares as are applied for to transfer those shares to such members or other persons.
- 4.3.5 Every notice given by the company under either of the preceding articles stating that it has found a Purchaser or Prospective Purchaser (whichever is applicable) for such shares shall state the name and address of such Purchaser or Prospective Purchaser, or, if more than one, their names and addresses, and the number of shares which each such Purchaser or Prospective Purchaser is willing to purchase, and such notice shall (in the case where the price has been specified) be accompanied by appropriate instruments of transfer for execution by the Proposing Transferor, and the purchase shall be completed, in the case where the price has been specified, at a time and a place to be appointed by the company not being more than twenty eight days after the date on which such notice was given by the company, and in the case where the price has to be ascertained in accordance with article 4.3.7 the purchase shall be completed at a time and a place to be appointed by the company not being more than twenty eight days after the price has been so ascertained. For the purpose of determining the right to any distribution by the company the Proposing Transferor shall be deemed to have sold such shares on the date of completion of the purchase.
- 4.3.6 If the Proposing Transferor, after having become bound to transfer any shares to a Purchaser or Prospective Purchaser, fails to do so, the chairman of the directors shall be deemed to be the Proposing Transferor's duly appointed attorney with full power to execute, complete and deliver in the name and on behalf of the Proposing Transferor a transfer or transfers of such shares to the Purchaser or Prospective Purchaser thereof and the company may receive the purchase money and shall, on receipt of the purchase money, cause the name of the Purchaser or Prospective Purchaser (as applicable) to be entered in the register as the holder of the shares and shall hold the purchase money on trust for the Proposing Transferor but without any liability to account to the Proposing Transferor for interest thereon. The receipt of the company for the purchase money shall be a good discharge to the Purchaser or Prospective Purchaser, who shall not be bound to see to its application, and after his name has been entered into the register the validity of the proceedings shall not be questioned by any

person.

- 4.3.7 In the event of the purchase price for such shares not being specified by the Proposing Transferor then after receipt by the Proposing Transferor of a notice given by the company under article 4.3.4 the Proposing Transferor shall use his best endeavours to agree with the Prospective Purchaser the price for each share but, in the event of failure to agree within one month of receipt by the Proposing Transferor of such notice given by the company, then the fair value for such shares shall be determined by the auditors for the time being of the company or (if the Proposing Transferor shall require) by some other chartered accountant to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales who shall act as an expert and not as an arbitrator, and whose determination as to the fair value of the shares which the Proposing Transferor wishes to sell shall be conclusive, and such fair value shall be the price payable for the shares, and in making such determination such auditors or chartered accountant shall have regard to the fact that the shares to be valued (if such be the case) represent a minority interest in the company's share capital and in fixing such price such auditors or chartered accountant shall have power to determine how the costs of fixing the fair value of such shares shall be borne.
- 4.3.8 Once the price for the shares has been ascertained under article 4.3.7 then any Prospective Purchaser shall have the right on written notice to the company to withdraw his application to purchase such shares or to reduce the number of shares that he wishes to purchase and there will be no obligation on any Prospective Purchaser to purchase shares at such price unless he so signifies his consent to the company, and for that purpose he shall be deemed to have so signified his consent if he does not within one month of being notified by the company of the price so determined inform the company in writing that he no longer desires to purchase the shares, or that he is willing to purchase some only of them.
- 4.3.9 If either:
- 4.3.9.1 within a period of two months after receiving a Transfer Notice the company shall not find purchasers for any of the shares specified in the Transfer Notice and gives notice in writing to that effect to the Proposing Transferor, or
 - 4.3.9.2 the company within such period of two months gives to the Proposing Transferor notice in writing that it has no prospects of finding such purchasers, or
 - 4.3.9.3 the Prospective Purchasers give notice under article 4.3.8 that they are not prepared to pay the price determined under article 4.3.7 and/or to purchase all of the shares specified in the Transfer Notice even if the Prospective

Purchasers are prepared to purchase some only of the shares specified in the Transfer Notice

then the Proposing Transferor shall be at liberty until the expiration of four months thereafter to transfer the remainder of the shares specified in the Transfer Notice ('the Remaining Shares') provided that the Proposing Transferor has completed the sale to the Prospective Purchasers of such of the shares as the Prospective Purchasers have given notice under article 4.3.8 that they intend to purchase to any person but he may not transfer the Remaining Shares or any of them at a price lower than the specified price or the price ascertained under article 4.3.7 (as applicable).

4.3.10 If a Proposing Transferor wishes to sell any of his shares specified in a Transfer Notice (including, for the avoidance of doubt, any Remaining Shares) after the expiry of the period of four months referred to in article 4.3.9, then he must give notice in writing to the company again in accordance with article 4.3.1.

4.4 The personal representatives of any deceased member shall be bound, if and when called upon by the directors to do so not earlier than six months after the date of his death, to give a Transfer Notice to the company in respect of all the shares registered in the name of the deceased member as sole holder or as sole surviving joint holder at the date of his death, or such of those shares as still remain so registered. If within a period of twenty one days after being called upon the personal representatives fail either to give such a Transfer Notice, or to present for registration one or more transfers of such shares authorised by article 4.1, they shall be deemed to have given a Transfer Notice at the expiration of that period, and the provisions of article 4.3 shall have effect accordingly.

4.5 If any member is adjudged bankrupt, his trustee in bankruptcy shall be bound immediately to give to the company a Transfer Notice in respect of all the shares registered in the name of the bankrupt member as sole holder or as sole surviving joint holder at the date of his bankruptcy, and if no such Transfer Notice is given within one month of the bankruptcy the trustee in bankruptcy shall be deemed to have given it at the end of that period, and the provisions of article 4.3 shall have effect accordingly. The Transfer Notice given or deemed to be given shall be deemed not to contain a specified price for the shares and the price shall be the fair value for such shares determined by the auditors for the time being of the company in accordance with article 4.3.7.

5 Power to buy shares compulsorily on death, retirement etc of a member

5.1 In this article 5 and in article 6 the following terms shall have the following meanings:

'Bad Leaver'	an individual who is employed by or is a director of the company and who holds shares in the company who ceases to be an employee or director of the company, but is not a Good Leaver;
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'Buyer'	the company or any other person named as such by the directors;
'Controlling Shareholder'	a member or members holding between them shares conferring over 75% of the total votes capable of being cast on a poll at the company's general meetings;
'Good Leaver'	<p>an individual who is employed by or is a director of the company and who holds shares in the company who ceases to be an employee or director of the company in any of the following circumstances:</p> <ul style="list-style-type: none"> (a) retirement on reaching retirement age in accordance with his terms of employment; (b) death; (c) ill health or permanent disability; (d) redundancy; (e) where such individual is deemed by the board of directors of company in its absolute discretion to be a 'Good Leaver' and, for this purpose, the board shall be entitled to defer making any such decision for a period of up to twelve months following the occurrence of the Relevant Event; (f) the sale or disposal of the business of the company by which he is employed
'Relevant Event'	<p>any of the following:</p> <ul style="list-style-type: none"> (a) the death or bankruptcy of any member; (b) the termination of the employment or directorship of any employee or director of the company who is a member; (c) any transfer or purported transfer of any share in the company made otherwise than in accordance with these articles
'Seller'	any member of the company in respect of whom a Relevant Event occurs or the personal representative, trustee, receiver, or liquidator of any such member and any person to whom he may have transferred any shares of the company pursuant to the provisions of article 4.1 whether directly or through a series of two or more transfers.

5.2 Nothing in this article 5 shall apply to any share in the company registered in the name of a Controlling Shareholder.

- 5.3 At any time on or after the occurrence of a Relevant Event the Buyer shall have the right by service of a written notice on the seller ('a Sale Notice') to buy all the shares in the company registered in the name of the Seller.
- 5.4 Subject to article 5.7, if the price is not agreed within one month from the date of the Sale Notice it shall be assessed by the company's auditors acting as experts and not as arbitrators disregarding the absence of any dividend or other return to the shareholders and having regard to the fact that the shares to be valued represent a minority interest in the company's share capital.
- 5.5 On the price being assessed and notified to the Seller, the Seller shall be bound to transfer the shares to the Buyer on payment of the price to the directors. If he fails to do so the chairman of the directors shall be deemed to be the Seller's duly appointed attorney with full power to execute, complete and deliver in the name and on behalf of the Seller a transfer or transfers of such shares to the Buyer.
- 5.6 No part of the price shall be paid to the Seller until he has delivered to the company all necessary transfers, certificates and indemnities.
- 5.7 If a Relevant Event of the type described in (b) in the definition of Relevant Event in article 5.1 occurs then:
- 5.7.1 if the individual concerned is a Good Leaver, the price shall be determined in accordance with article 5.4;
- 5.7.2 if the individual concerned is a Bad Leaver, the price shall (subject to any agreement to the contrary) be the par value of such shares.
- 5.8 A Sale Notice once given shall be irrevocable.

6 Drag along

- 6.1 If a Controlling Shareholder (for the purposes of this article 6 'the Selling Shareholder') wishes to transfer all (but not some only) of its shares in the company ('the Sale Shares'), it shall have the option ('the Drag Along Option') to require, in accordance with this article 6, all of the Other Shareholders (as defined in article 6.3) to transfer all their shares in the company with full title guarantee to a bona fide and arm's length third party purchaser (which for the purposes of this article means any person, firm or company who is unconnected with any shareholder in the company) ('the Third Party Purchaser').
- 6.2 Before a Controlling Shareholder shall issue a Drag Along Notice (as defined in article 6.3) it shall give notice in writing to all of the Other Shareholders (as defined in article 6.3) of the offer ('the Offer Notice') to acquire the Sale Shares. The Offer Notice shall specify the Third Party Purchaser, the price per Sale Share ('the Offer Price') which the Third Party Purchaser has indicated it is prepared to offer for the entire issued share capital of the company.
- 6.3 The Selling Shareholder may exercise the Drag Along Option by giving notice to that effect ('a Drag Along Notice') to all the Other Shareholders in

the company ('the Other Shareholders'). A Drag Along Notice shall specify that the Other Shareholders are required to transfer all of their shares in the company pursuant to this article 6 to the Third Party Purchaser, the price at which such shares are to be transferred the proposed date of transfer and the identity of the Third Party Purchaser.

- 6.4 A Drag Along Notice shall be irrevocable and shall lapse if for any reason the Selling Shareholder shall not sell its shares in the company to the Third Party Purchaser within sixty days after the date of the Drag Along Notice.
- 6.5 The Other Shareholders shall be obliged to sell their shares in the company at the price specified in the Drag Along Notice.
- 6.6 Completion of the sale of the Other Shareholders' shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' shares.
- 6.7 The rights of pre-emption and other restrictions contained in these articles shall not apply on any sale and transfer of shares to the Third Party Purchaser named in a Drag Along Notice.
- 6.8 If a Drag Along Option is exercised it shall be deemed to include a requirement on the holders of all vested but unexercised options in the share capital of the company to forthwith exercise any such options (failing which they shall lapse) and for all remaining purposes of this article 6 the holders of such options shall be treated as if they comprised some of the Other Shareholders.

7 Tag along

- 7.1 Subject to article 6, no sale, transfer or other disposition of the ordinary shares of the company or of any interest in any of those shares to a bona fide and arm's length Third Party Purchaser (as defined in article 6.1) shall be permitted unless and until the Third Party Purchaser shall have offered to purchase all of the shares in the company held by members who are unconnected with the Third Party Purchaser ('the Remaining Members').
- 7.2 The offer to be made by the Third Party Purchaser under article 7.1 shall be in writing and capable of acceptance by the members for not less than seven days from the date of the offer. The offer shall be deemed to have been irrevocably rejected by a member if that member shall not accept the offer in accordance with its terms, conditions and provisions and the specified period for acceptance of the offer.
- 7.3 The price for the Remaining Members' shares in the company shall be no less than the price offered by the Third Party Purchaser for the other shares of the same class in the company.

8 Alteration of capital

- 8.1 In regulation 32 of Table A there shall be inserted after the words 'the resolution may' in paragraph (c) the parenthesis '(if it is a special resolution)'.

- 8.2 In regulation 33 of Table A the parenthesis '(including, subject to the provisions of the Act, the company)' shall be omitted.

9 Votes of members

- 9.1 In regulation 54 of Table A there shall be inserted after the second occurrence of the words 'every member' the words 'present in person or by proxy'.
- 9.2 In regulation 61 of Table A there shall be substituted for the words following 'the instrument appointing a proxy shall be in' the words 'any form which enables the members to direct how their votes are to be exercised on each of the resolutions comprised in the business of the meeting for which it is to be used'.

10 Proceedings at general meeting

If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such day and at such time and place as the directors determine. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

11 Appointment and retirement of directors

- 11.1 In regulation 81 of Table A there shall be inserted in paragraph (d) after the words 'to the company' the words 'left at the office'.
- 11.2 Regulations 73 to 78 inclusive of Table A shall not apply to the company, and in the second sentence of regulation 79 the words following 'annual general meeting' shall be omitted.

12 Remuneration of directors

In regulation 82 of Table A there shall be inserted after the words 'such remuneration' the words 'for their services as such', and at the end of that regulation the sentence: 'A director who has ceased to hold office as such when the resolution is passed shall, unless it otherwise provides, be entitled to be paid the appropriate proportion of any remuneration voted to the directors for a period during all or any part of which he held office'.

13 Directors' appointments

- 13.1 In regulation 84 of Table A there shall be inserted in the third sentence after the words 'shall terminate' the parenthesis '(unless the terms of his appointment otherwise provide)'.
- 13.2 Unless otherwise determined by ordinary resolution the number of directors shall not subject to any maximum. The minimum number of directors shall be one. Regulation 64 of Table A shall not apply to the company.

14 Proceedings of directors

- 14.1 Regulation 94 of Table A shall not apply to the Company.
- 14.2 Subject to the provisions of Section 317 of the Act, a director may vote on any contract or arrangement in which he is interested and on any matter arising therefrom and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration. Regulation 95 of Table A shall be modified accordingly and Regulation 96 shall not apply.
- 14.3 Any director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference, telephone or similar communications equipment whereby all participating in the meeting can hear each other and participation in such a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 14.4 For so long as Simon Andrew Whittington is a director of the company he shall be chairman of the board of directors and shall have such number of votes as enables him to carry or defeat any proposal or a resolution of the directors.
- 14.5 For so long as any member of the company holds over 50% of the issued shares in the company's capital he or she shall be or shall be entitled to appoint the chairman of the directors and such chairman shall have such number of votes as enables him or her to carry or defeat any proposal for a resolution of the directors.

15 Secretary

In regulation 99 of Table A there shall be added at the end the words 'but without prejudice to any claim for damages he may have for breach of contract by the company'.

16 Dividends

In regulation 104 of Table A there shall be inserted after the words 'as from a particular date' the words 'or to a particular extent'.

17 Notices

In regulation 115 of Table A the words 'unless the contrary is proved' shall be omitted.