

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. Part II of this document comprises an explanatory statement in compliance with Section 426 of the Companies Act. If you are in any doubt as to the action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank, solicitor, accountant or other independent professional adviser who, if you are taking advice in the United Kingdom, is authorised under the Financial Services and Markets Act 2000.

If you have sold or otherwise transferred all of your Avesco Shares, please send this document, but not the accompanying personalised forms of proxy and form of election as soon as possible to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee.

The Proposals referred to in this document will not be made, directly or indirectly, in, into or from or by the use of mail or any means or instrumentality (including, without limitation, telephone, facsimile or other forms of electronic transmission) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of any Restricted Jurisdiction. Accordingly, this document or accompanying documents (or any copy thereof) is not being, and must not be, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction. All Shareholders or other persons (including nominees, trustees and custodians) who would otherwise intend to, or may have a contractual or legal obligation to, forward this document and accompanying documents to any jurisdiction outside the United Kingdom should refrain from doing so and seek appropriate professional advice before taking any action.

Application will be made to the London Stock Exchange for the New InvestinMedia Shares to be admitted to trading on AIM. It is expected that Admission will become effective and that dealings in the New InvestinMedia Shares will commence at 8.00 a.m. on 17 May 2007, subject to the satisfaction of certain conditions, including the sanction of the Scheme by the Court.

This document should be read in conjunction with the accompanying Admission Document relating to InvestinMedia and the New InvestinMedia Shares which has been issued by InvestinMedia and for which InvestinMedia and its directors and the proposed directors of InvestinMedia are responsible.

Recommended merger of
InvestinMedia plc
and
Avesco plc
to be effected by means of a
scheme of arrangement under section 425 of the Companies Act 1985

A letter from the Chairman of Avesco recommending that you vote in favour of the Scheme appears in Part I of this document. A letter from KBC Peel Hunt to Shareholders explaining the Scheme appears in Part II of this document.

KBC Peel Hunt which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting exclusively for Avesco and for no-one else in connection with the Transaction and the matters referred to herein and will not be responsible to any other person for providing the protections afforded to its clients or for providing advice in relation to the Transaction or any other matters referred to in this document.

JM Finn which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting exclusively for InvestinMedia and for no-one else in connection with the Transaction and the matters referred to herein and will not be responsible to any other person for providing the protections afforded to its clients nor for providing advice in relation to the Transaction or any other matters referred to in this document.

Action to be taken

Meetings of Shareholders to consider the proposals contained in this document will be held on Wednesday 25 April 2007 at Unit E2, Sussex Manor Business Park, Gatwick Road, Crawley, Sussex RH10 9NH. The Court Meeting will start at 10.45 a.m. and the Avesco EGM will start at 11.00 a.m. (or as soon thereafter as the Court Meeting shall have concluded or been adjourned). Notices of the meetings are set out at pages 61 to 66 of this document.

Whether or not you intend to be present at these meetings, please complete and sign the Forms of Proxy accompanying this document and return them to the Company's registrars, to the Proxy Processing Centre, Telford Road, Bicester OX26 4LD either using the reply-paid facility provided, or where you do not use the reply-paid facility because you are outside the United Kingdom or otherwise, at Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, as soon as possible, but in any event, so as to arrive no later than, in the case of the BLUE Form of Proxy for the Court Meeting, 10.45 a.m. on 23 April 2007 and, in the case of the WHITE Form of Proxy for the Avesco EGM, 11.00 a.m. on 23 April 2007. The BLUE Form of Proxy for the Court Meeting can also be handed in, at the Court Meeting, to the Company's registrars on behalf of the Chairman of the meeting. If the WHITE Form of Proxy for the Avesco EGM is not returned by the time mentioned above, it will be invalid. Completion of a Form of Proxy will not prevent you from attending and voting in person at the relevant meeting, or any adjournment thereof, if you so wish and are so entitled.

The action you are requested to take is set out in detail in paragraph 16 of Part II of this document.

The release, publication or distribution of this document, and the availability of the Proposals contained herein, to persons who are not resident in the United Kingdom may be restricted by the law of the relevant jurisdiction in which they are located. Persons who are subject to the laws of any jurisdiction other than the United Kingdom into whose possession this document comes should inform themselves about, and observe, such restrictions and any applicable requirements. Failure to comply with such restrictions may constitute a violation of the securities laws of such jurisdiction. This document has been prepared for the purpose of complying with English law and the City Code and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

Securities may not be offered or sold in the United States unless they are registered under the Securities Act or are exempt from such registration requirements. The New InvestinMedia Shares to be issued to Scheme Shareholders will not be and are not required to be registered under the Securities Act in reliance upon the exemption from the registration requirements of the Securities Act provided by section 3(a)(10) of that Act based on Court approval of the Scheme.

THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO SUBSCRIBE FOR OR BUY ANY SECURITY, NOR A SOLICITATION OF ANY VOTE OR APPROVAL, IN ANY JURISDICTION WHERE SUCH OFFER OR SOLICITATION WOULD BE IN CONTRAVENTION OF APPLICABLE LAW.

IMPORTANT INFORMATION

Under the provisions of Rule 8.3 of the City Code, if any person is, or becomes, “interested” (directly or indirectly) in 1 per cent. or more of any class of “relevant securities” of Avesco or InvestinMedia, all “dealings” in any “relevant securities” of Avesco or InvestinMedia (including by means of an option in respect of, or a derivative referenced to, any such “relevant securities”) must be publicly disclosed by no later than 3.30 p.m. (London time) on the London business day following the date of the relevant transaction. This requirement will continue until the date on which the offer becomes, or is declared, unconditional as to acceptances, lapses or is otherwise withdrawn or on which the “offer period” otherwise ends. If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire an “interest” in “relevant securities” of Avesco or InvestinMedia, they will be deemed to be a single person for the purpose of Rule 8.3.

Under the provisions of Rule 8.1 of the City Code, all “dealings” in “relevant securities” of InvestinMedia or Avesco, by InvestinMedia or Avesco or by any of their respective “associates”, must be disclosed by no later than 12.00 noon (London time) on the London business day following the date of the relevant transaction.

A disclosure table, giving details of the companies in whose “relevant securities” “dealings” should be disclosed, and the number of such securities in issue, can be found on the Panel’s website at www.thetakeoverpanel.org.uk.

“Interests in securities” arise, in summary, when a person has long economic exposure, whether conditional or absolute, to changes in the price of securities. In particular, a person will be treated as having an “interest” by virtue of the ownership or control of securities, or by virtue of any option in respect of, or derivative referenced to, securities.

Terms in quotation marks are defined in the City Code, which can also be found on the Panel’s website. If you are in any doubt as to the application of Rule 8 to you, please contact an independent financial adviser authorised under the Financial Services and Markets Act 2000, consult the Panel’s website at www.thetakeoverpanel.org.uk or contact the Panel on telephone number +44 (0) 20 7638 0129; fax +44 (0) 20 7236 7013.

Table of Contents

Expected timetable of principal events	3
Action to be taken	4
Part I Letter from the Chairman of Avesco	6
Part II Explanatory Statement	12
Part III Scheme of Arrangement	24
Part IV Conditions to the implementation of the Scheme and the Transaction	34
Part V United Kingdom Taxation	41
Part VI Additional Information	45
Part VII Definitions	56
Notice of the Court Meeting	61
Notice of the Extraordinary General Meeting	63

Expected timetable of principal events

Event

Latest time for receipt by Capita Registrars of the BLUE Form of Proxy for the Court Meeting	10.45 a.m. on 23 April 2007 ⁽¹⁾
Latest time for receipt by Capita Registrars of the WHITE Form of Proxy for the Avesco EGM	11.00 a.m. on 23 April 2007 ⁽²⁾
Voting Record Time	6.00 p.m. on 23 April 2007
InvestinMedia EGM	10.30 a.m. on 25 April 2007
Court Meeting	10.45 a.m. on 25 April 2007
Avesco EGM	11.00 a.m. on 25 April 2007 ⁽³⁾
Latest time for lodging Forms of Election or settlement of TTE instructions in relation to the Partial Cash Alternative	1.00 p.m. on 15 May 2007
Last day of dealings in Avesco Shares	15 May 2007 ⁽⁴⁾
Scheme Record Time	5.00 p.m. on 15 May 2007 ⁽⁴⁾
Court Hearing (to sanction the Scheme)	16 May 2007 ⁽⁴⁾
Effective Date of the Scheme	17 May 2007 ⁽⁴⁾
De-Listing of Avesco Shares	17 May 2007 ⁽⁴⁾
Issue of New InvestinMedia Shares	17 May 2007 ⁽⁴⁾
Commencement of dealings in New InvestinMedia Shares	8.00 a.m. on 17 May 2007 ⁽⁴⁾
Crediting of New InvestinMedia Shares to CREST accounts	8.00 a.m. on 17 May 2007 ⁽⁴⁾
Latest date for despatch of share certificates in respect of New InvestinMedia Shares, cheques in respect of cash consideration payable under the Scheme or settlement of such cash consideration through CREST	31 May 2007 ⁽⁴⁾

All references in this document are to UK time unless otherwise stated.

- 1 It is requested that the BLUE Form of Proxy for the Court Meeting is lodged by 10.45 a.m. on 23 April 2007. BLUE Forms of Proxy not so lodged may be handed in, at the Court Meeting, to the Company's registrars on behalf of the chairman of the meeting.
- 2 WHITE Forms of Proxy for the Avesco EGM must be lodged by 11.00 a.m. on 23 April 2007. If they are not so lodged they will be invalid.
- 3 Or as soon thereafter as the Court Meeting shall have concluded or been adjourned.
- 4 These dates are indicative only and will depend on, among other things, the date on which the Court sanctions the Scheme.

ACTION TO BE TAKEN

Detailed instructions on the action to be taken are set out in paragraph 16 of Part II of this document and are summarised below.

Documentation:

Please check that you have received the following with this document:

- the Admission Document in relation to InvestinMedia and the New InvestinMedia Shares
- a reply paid BLUE Form of Proxy for use at the Court Meeting
- a reply paid WHITE Form of Proxy for use at the Avesco EGM
- a GREEN Form of Election for holders of certificated Scheme Shares for use in respect of the Partial Cash Alternative
- a reply paid envelope for use in the United Kingdom for the return of the GREEN Form of Election

If any of the above documents are missing, please contact Capita Registrars on the following number 0870 162 3121 or from outside the UK on +44 208 639 2157.

Voting:

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of the Scheme Shareholders. Whether or not you plan to attend the Court Meeting and/or the Avesco EGM in person, you are therefore strongly encouraged to sign and return your Forms of Proxy (or to appoint a proxy electronically as referred to below) as soon as possible and so as to be received by Capita Registrars, at the Proxy Processing Centre, Telford Road, Bicester OX26 4LD as soon as possible, and in any event, by the following times and dates:

BLUE Forms of Proxy for Court Meeting **10.45 a.m. on Monday 23 April 2007**

WHITE Forms of Proxy for Avesco EGM **11.00 a.m. on Monday 23 April 2007**

or, in the case of any adjournment, not less than 48 hours before the time fixed for the adjourned meeting. This will enable your votes to be counted at the Court Meeting and the Avesco EGM in the event of your absence.

Alternatively, the BLUE Forms of Proxy in relation to the Court Meeting (but **not** the WHITE Forms of Proxy in relation to the Avesco EGM) may be handed to the Chairman of the Court Meeting at the start of the Court Meeting on Wednesday 25 April 2007 and will still be valid.

If you hold your Scheme Shares in uncertificated form (i.e. in CREST), you may vote using the CREST voting service in accordance with the procedures set out in the CREST Reference Manual (please also refer to the accompanying notes for the notice of the Avesco EGM set out at the end of this document). Proxies submitted via CREST (under CREST participant ID RA10) must be received by Capita Registrars not later than 10.45 a.m. on Monday 23 April 2007 in the case of the Court Meeting and by 11.00 a.m. on Monday 23 April 2007 in the case of the Avesco EGM (or, in the case of an adjourned meeting, not less than 48 hours before the time fixed for the adjourned meeting).

The completion and return of the relevant Form of Proxy will not prevent you from attending and voting at the Court Meeting and/or the Avesco EGM, or at any adjournment thereof, in person should you wish to do so and should you be so entitled.

Making an election in respect of the Partial Cash Alternative:

If you hold your shares in certificated form, a GREEN Form of Election is enclosed with this document for use in connection with the Partial Cash Alternative. You should only complete and return the Form of Election if you wish to make an election under the Partial Cash Alternative. You will find an explanation of the Partial Cash Alternative in paragraph 3 of Part II of this document.

Scheme Shareholders who do not wish to receive the Partial Cash Alternative should not return the GREEN Form of Election.

Your GREEN Form of Election should be completed in accordance with the instructions printed thereon and returned by post or (during normal business hours) by hand to Capita Registrars, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU as soon as possible but, in any event, so as to arrive by no later than 1.00 p.m. on Tuesday 15 May 2007. A reply paid envelope is included for your convenience.

Notes on completing the Form of Election are set out in paragraph 16 of Part II of this document.

If you hold your shares in uncertificated form (that is, through CREST), you should send a TTE instruction if you wish to make an election for the Partial Cash Alternative. You will find an explanation of the Partial Cash Alternative in paragraph 3 of Part II of this document.

Your TTE instruction should be made so as to settle as soon as possible and in any event not later than 1.00 p.m. on 15 May 2007.

Futher details in respect of the CREST actions to be taken are set out in paragraph 16 of Part II of this document.

Helpline:

If you have any questions relating to this document or completion of the Forms of Proxy or Form of Election, please contact Capita Registrars on 0870 162 3121 (or from outside the UK +44 208 639 2157) between 9.00 a.m. and 5.00 p.m. Monday to Friday (except UK public holidays). Please note that no advice on the merits of the Transaction can be given, nor any legal, financial or tax advice.

PART I

LETTER FROM THE CHAIRMAN OF AVESCO



Unit E2, Sussex Manor Business Park, Gatwick Road, Crawley RH10 9NH
Registered no. 4982392 Registered Office: address as above.

Directors

Ian Martin	<i>(Chairman)</i>
David Nicholson	<i>(Chief Executive)</i>
John Christmas	<i>(Finance Director)</i>
Graham Andrews	<i>(Executive Director)</i>
David Crump	<i>(Executive Director)</i>
Nicholas Conn	<i>(Executive Director)</i>
Richard Murray	<i>(Non-Executive Director)</i>
Michael Gibbins	<i>(Non-Executive Director)</i>
Laurence Blackall	<i>(Non-Executive Director)</i>

30 March 2007

To Shareholders and, for information only, participants in the Avesco LTIP

Dear Shareholder

Recommended nil – premium merger of InvestinMedia and Avesco

1 Introduction

On 29 March, 2007, the Independent InvestinMedia Directors and the Independent Directors announced they had reached agreement on the terms of a recommended nil-premium merger of Avesco and InvestinMedia. The parties have agreed to implement the merger by way of a scheme of arrangement under section 425 of the Companies Act. The Scheme requires the approval of Shareholders and the sanction of the Court.

I am now writing to you on behalf of the Board to set out the background to and the terms of the Transaction and why the Independent Directors believe that Shareholders should vote in favour of the Scheme and the resolutions to be proposed at the Court Meeting and the Avesco EGM. Notices convening the Court Meeting and the Avesco EGM are set out at the end of this document.

Full details of the Transaction are provided in the Explanatory Statement in Part II of this document.

If you are also an InvestinMedia Shareholder you will receive separate documentation (including, in particular, the accompanying Admission Document) in that capacity requesting approval of the Transaction by InvestinMedia Shareholders which may, of necessity, duplicate much of the information contained in this document.

2 Summary of the Transaction

The Transaction is to be implemented by way of a scheme of arrangement under section 425 of the Companies Act between Avesco and its Shareholders. The Scheme is subject to the conditions and further terms set out in Part IV of this document.

Under the terms of the Transaction, Scheme Shareholders will receive:

for every 13 Avesco Shares 9 New InvestinMedia Shares

and so in proportion for any number of Avesco Shares held.

Based on the Closing Price of InvestinMedia Shares on 28 March 2007, being the latest practicable date prior to the announcement of the Transaction, the All Share Terms value each Avesco Share at 95.5 pence per share and the whole of the existing issued and to be issued share capital of Avesco at approximately £19.9 million.

Under the Partial Cash Alternative, Scheme Shareholders may elect in respect of some or all of their Avesco Shares to receive cash instead of New InvestinMedia Shares in the following amount:

140 pence in cash in respect of each Avesco Share

up to a maximum total of 5,207,018 Avesco Shares, representing 25 per cent. of the Company's fully diluted share capital as at 28 March 2007 (being the latest practicable date prior to announcement of this Transaction). Elections made by Avesco Shareholders to receive cash in respect of more than 25 per cent. of their holdings of Avesco Shares at the Reorganisation Record Time will only be satisfied to the extent others do not elect for cash or elect for less cash. If the Partial Cash Alternative were accepted in full, it would require a cash payment by InvestinMedia of approximately £7.3 million. This cash will be provided by InvestinMedia from existing resources.

Further details of the Partial Cash Alternative are contained in paragraph 3 of Part II of this document.

Owing to the nature of the consideration under the Transaction (New InvestinMedia Shares), the values of the All Share Terms and the Partial Cash Alternative vary depending on the prevailing InvestinMedia Share price. However, on the basis that each Avesco Shareholder elected to take up his/her entitlement under the Partial Cash Alternative, based on the value of the All Share Terms on 28 March 2007, the inherent value received by an Avesco Shareholder would be 106.7 pence per Avesco Share.

Whilst the All Share Terms value each Avesco Share at a 9.5 per cent. discount to the Closing Price of an Avesco Share on 28 March 2007, the terms of the Transaction have been agreed on a nil-premium basis by reference to the average Closing Prices of InvestinMedia Shares and Avesco Shares for the period from 2 January 2007 to 28 March 2007. The Independent InvestinMedia Directors and the Independent Avesco Directors believe that, given the nature of the Transaction, such approach is reasonable.

Fractions of New InvestinMedia Shares will not be allotted or issued pursuant to the Scheme. Fractional entitlements to New InvestinMedia Shares will be aggregated and sold in the market and the net proceeds of sale will be retained for the benefit of the Enlarged Group.

If the Transaction is implemented and assuming: (i) maximum take-up of the Partial Cash Alternative; and (ii) no elections are made by participants in the Avesco LTIP for cash, Avesco Shareholders would in aggregate own 10,814,577 New InvestinMedia Shares, representing 39.9 per cent. of the Enlarged Group's issued share capital the balance being owned by InvestinMedia Shareholders.

Further details of the share capital of InvestinMedia and the rights attaching to the New InvestinMedia Shares are set out in paragraph 2 of Part II and in the accompanying Admission Document which has been issued by InvestinMedia.

Avesco Shareholders' entitlement to the interim dividend of 0.5p per Avesco Share which is due and payable on 10 April 2007 (to Avesco Shareholders on the register on 16 March 2007) will not be affected by the Proposals.

3 Background to and reasons for the recommendation

Shareholders will recall that the businesses of InvestinMedia and Avesco were separated by a demerger in 2004 in the expectation that this would lead to a re-rating of each company and to simplify the realisation of shareholder value tied up in the investment in CCCL (owner of the worldwide rights in the quiz format "Who Wants To Be A Millionaire?" ("WWTBAM")). Such realisation was achieved on 20 December 2006 when InvestinMedia announced the completion of the sale of its interest in CCCL for a consideration of approximately £35.6 million net of expenses (producing a profit on its investment of approximately £31 million), of which £1.9 million was satisfied by the issue of shares in 2waytraffic, £22.9 million in cash has been paid to date, with the balance of £9.9 million subject to a retention by

the buyers of CCCL against possible breaches of warranty and by way of indemnification (the “**Disposal Proceeds Retention**”) and a net asset adjustment is expected to produce a further £0.8 million. Accordingly, the principal asset remaining in InvestinMedia is cash.

As a result, the Independent Directors believe that the Transaction offers a number of significant benefits to each of Avesco and InvestinMedia. In summary, the Independent Directors believe that the Transaction will result in the existing business of Avesco (which will continue to be managed and run on a day to day basis by its current executive management team) moving forward with a significantly strengthened financial position. It is proposed that, following the Transaction, InvestinMedia, as the holding company of the Enlarged Group, will be renamed Avesco Group plc.

The Enlarged Group will be well placed to build upon Avesco’s position as one of the leading international suppliers to the corporate presentation, entertainment and broadcast markets through its audio visual and broadcast services operations.

The Independent Directors consider the principal benefits of the Transaction to be as follows:

- As at 27 March 2007, InvestinMedia had cash of £16.5 million (excluding a dividend due and payable on 10 April 2007 to InvestinMedia Shareholders) available for deployment in suitable opportunities. The Avesco Board believes that the availability of this additional financial resource will greatly assist to accelerate the development of the Avesco Group. There are many opportunities to build upon the existing operations of the Enlarged Group, both by geographic expansion and by the addition of related services or facilities which the Avesco Group does not currently offer. The availability of funding through the merger with InvestinMedia should enable the Enlarged Group to exploit these opportunities while maintaining any borrowing at sensible and manageable levels. More particularly, having regard to the costs of the Transaction expected to be incurred by InvestinMedia (approximately £550,000) and the full cash cost of the Partial Cash Alternative and the proposed cash payments in lieu of shares pursuant to the vesting of awards under the existing Avesco LTIP, respectively £7.3 million and £2.2 million, the InvestinMedia Board would expect approximately £6.5 million to be available to the Enlarged Group, excluding the Disposal Proceeds Retention, the proceeds of which are due to be released as to £4.95 million on 30 April 2008 and £4.95 million on 31 December 2008, although the receipt of these sums cannot be guaranteed.
- In each of the last two years Avesco has invested in excess of £10 million in new equipment and technology. This investment enables the Group to maintain its competitive position in the marketplace by providing a strong product offering as well as enabling it to meet the evolving demands of its clients. For example, the investment in recent years in high definition television equipment and radio frequency technology has enabled the Avesco Group’s broadcast hire business to establish itself as one of the market leaders in these areas. It will be the Enlarged Group’s policy to continue to invest in state of the art equipment in order to support its future growth.
- Avesco is currently progressing a number of new office openings, including in the Middle East and China. The Avesco Group has already worked on a number of events in the Middle East and China and the establishment of local offices should better position the Enlarged Group to exploit the opportunities and client relationships in these regions. Each of these new office openings will require a measure of initial funding.
- Although in the last few years, much of the Avesco Group’s development has been based on organic growth, the Board also believes that there is a considerable opportunity to expand and diversify the business by acquisition. The greater financial strength of the Enlarged Group should provide more scope when assessing potential acquisition opportunities.
- The market capitalisation of InvestinMedia, based on the mid-market closing price of an InvestinMedia share on AIM on 28 March 2007 (being the latest practicable date prior to the announcement of the Transaction) was £22.5 million. The net asset value of InvestinMedia was £38.7 million, based upon its consolidated balance sheet as at 30 September 2006, adjusted for the subsequent receipt of the proceeds of the disposal of InvestinMedia’s interest in CCCL and assuming that no corporation tax is payable on those proceeds and that no warranty, indemnity or other claims in connection with the sale of InvestinMedia’s interest in CCCL are made against InvestinMedia by the purchaser. We understand that InvestinMedia has received advice that if a substantial part of the proceeds from the disposal of its interest in CCCL is used for the

acquisition of a trading business so that InvestinMedia continues to be treated as a holding company of a trading group, then it is likely that most of the gain arising on the disposal of its interest in CCCL (amounting to approximately £31 million) should not be subject to corporation tax which would otherwise be chargeable at 30 per cent. The Avesco Board has been advised that the acquisition of Avesco by InvestinMedia pursuant to the Scheme and the subsequent deployment of the balance of the proceeds of the disposal of InvestinMedia's interest in CCCL in the business of the Enlarged Group should satisfy this requirement. To the extent that the market price of InvestinMedia shares may be at a discount to InvestinMedia's net asset value because of the potential tax liability, that discount may narrow as a result of the Transaction although Avesco Shareholders should not expect this necessarily to be the case.

Given the significance of the availability of the InvestinMedia cash balances to the future of the Enlarged Group and the extent to which the financial strength of InvestinMedia has contributed to the basis on which the Independent Directors have formed their recommendation to Avesco Shareholders, a condition to the Scheme has been included (at paragraph 3i) of Part IV to this document) such that the Independent Directors are satisfied that the cash position as broadly outlined above (prior to any payment by InvestinMedia under the terms of the Transaction) remains the same immediately prior to the Hearing in respect of the Scheme. To the extent this is not the case, the Independent Directors, provided that the Panel has given its consent, do not intend to seek the Court's sanction of the Scheme.

4 The Scheme

It is intended that the Transaction will be implemented by means of a scheme of arrangement between the Company and Scheme Shareholders under section 425 of the Act.

The Scheme is a formal procedure under the Companies Act and will require the sanction of the Court.

It is a condition of the Scheme that it is approved by Avesco Shareholders at the Court Meeting and that the resolutions to implement the Scheme are passed at the Avesco EGM. To become effective the Scheme requires, amongst other things, the approval of a majority in number representing not less than three fourths in value of the relevant Shareholders present and voting in person or by proxy at the Court Meeting and the passing of the relevant resolutions at the Avesco EGM.

If the Scheme becomes Effective it will bind all Scheme Shareholders, irrespective of whether or not they attended or voted in favour of the Scheme at the Court Meeting.

Payment of the consideration due to Scheme Shareholders will be made no later than 14 days following the date on which the Scheme becomes effective. The procedure for payment of the consideration due to Scheme Shareholders is set out in paragraph 13 of Part II of this document. The Scheme is expected to become effective on 17 May 2007.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of Scheme Shareholders' opinion. You are therefore strongly encouraged to sign and return your BLUE Form of Proxy as soon as possible.

Further details concerning the Scheme are set out in Part II of this document. The Scheme itself is set out in Part III of this document.

5 Undertakings to support the Scheme

The Avesco Directors (including Richard Murray), who hold in aggregate approximately 20.7 per cent. of the Avesco Shares currently in issue have irrevocably undertaken to vote (and procure that their connected persons also vote) in favour of the Scheme. Richard Murray, who holds in aggregate approximately 17.6 per cent. of the Avesco Shares currently in issue, has undertaken to elect for the Partial Cash Alternative in respect of 1,683,037 Avesco Shares (representing 50 per cent. of his shareholding in Avesco). These undertakings will remain binding in the event of a competing offer being made for Avesco and will cease to be binding only if the Transaction does not become effective or is withdrawn. The other Avesco Directors, who hold in aggregate approximately 3.0 per cent. of the Avesco Shares currently in issue, have undertaken not to elect for the Partial Cash Alternative.

6 InvestinMedia Shareholder Approval

The Transaction constitutes a reverse takeover as far as InvestinMedia is concerned under the terms of the AIM Rules. Accordingly, InvestinMedia will be required to seek the approval of the InvestinMedia Shareholders for the Transaction at the InvestinMedia Extraordinary General Meeting. InvestinMedia is

sending to its shareholders a circular summarising the background to, and reasons for, the Transaction (including a notice to convene the InvestinMedia EGM), setting out the reasons why the Independent InvestinMedia Directors are recommending InvestinMedia Shareholders should vote in favour of the resolutions to be proposed at the InvestinMedia EGM. Given his position as a director of Avesco, Richard Murray is not considered independent for the purposes of the Transaction and accordingly, he has taken no part in the InvestinMedia Board's consideration of the terms of the Transaction nor the recommendation. The Transaction is conditional on, amongst other things, the relevant resolutions being passed by the InvestinMedia Shareholders at the InvestinMedia EGM, which has been convened for 25 April 2007, immediately prior to the Court Meeting and the Avesco EGM.

The InvestinMedia Directors (including Richard Murray) have irrevocably undertaken to vote in favour of the resolutions to be put to the InvestinMedia EGM, which *inter alia* includes a resolution to approve the Transaction, in respect of their beneficial holding totalling 3,280,074 InvestinMedia Shares representing in aggregate approximately 20.1 per cent. of InvestinMedia's issued share capital.

7 Directors, management and employees

As referred to above, the Enlarged Group will continue to be managed and run on a day to day basis by its current executive management team. Upon completion of the Transaction the board of the Enlarged Group will comprise:

Michael Gibbins	<i>Non-executive Chairman</i>
Richard Murray	<i>Non-executive Deputy Chairman</i>
Ian Martin	<i>Chief Executive</i>
John Christmas	<i>Finance Director</i>
Graham Andrews	<i>Executive Director</i>
David Nicholson	<i>Executive Director</i>
Laurence Blackall	<i>Non-executive Director</i>
Cameron Maxwell	<i>Non-executive Director</i>

8 The Avesco LTIP

Information relating to the effect of the Scheme on awardholders under the Avesco LTIP is set out in paragraph 12 of Part II of this document. Participants in the Avesco LTIP will shortly be sent further details of the actions they can take in respect of their outstanding awards and the consequences the Scheme has on their awards. As part of the proposals being made, awardholders under the Avesco LTIP will have the opportunity to elect to receive a cash payment in lieu of shares pursuant to the vesting of awards, further details of which are set out in Part II of this document.

9 The New LTIP

Employees, including executive directors, of the Enlarged Group will be eligible to participate in a new long term incentive plan, under which awards will be granted over New InvestinMedia Shares (the "New LTIP"). It is anticipated that the terms of such new long term incentive plan will, in all material respects, be the same as those of the Avesco LTIP.

At any time, the total number of New InvestinMedia Shares which may be issued or are issuable pursuant to awards granted under the New LTIP may not exceed that number of New InvestinMedia Shares which is equal to 10 per cent. of InvestinMedia's issued share capital from time to time (as enlarged by the acquisition of Avesco). For the purposes of this limit, any InvestinMedia Shares issuable pursuant to options previously granted by InvestinMedia under its existing employee share scheme will be taken into account.

10 Action to be taken

General

The Scheme will require approval at the Court Meeting and resolutions to implement the Scheme will require approval at the Avesco EGM.

The Court Meeting and the Avesco EGM will be held on Wednesday 25 April 2007 at Unit E2, Sussex Manor Business Park, Gatwick Road, Crawley RH10 9NH. The Court Meeting will start at 10.45 a.m. and the Avesco EGM will start at 11.00 a.m. (or as soon as thereafter as the Court Meeting shall have concluded or been adjourned). The InvestinMedia EGM will take place immediately prior to the Court Meeting and the Avesco EGM.

Notices convening the Court Meeting and the Avesco EGM are set out at the end of this document.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that the outcome of the Court Meeting is a fair representation of the opinion of Shareholders. You are therefore strongly urged to sign and return the BLUE Form of Proxy for the Court Meeting as soon as possible. Shareholders are strongly urged to sign and return the WHITE Form of Proxy for the Avesco EGM as soon as possible. Details concerning completion of the Forms of Proxy are provided below.

Whether or not you intend to attend either or both of the Court Meeting and the Avesco EGM, please complete and sign the enclosed Forms of Proxy and return them to the Company's Registrars, at the Proxy Processing Centre, Telford Road, Bicester OX26 4LD, either by using the reply-paid facility provided or, where you do not use the reply-paid facility because you are outside the United Kingdom or otherwise to Capita Registrars, at The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU as soon as possible, but in any event so as to arrive no later than in the case of the BLUE Form of Proxy in respect of the Court Meeting, 10.45 a.m. on 23 April 2007 and in the case of the WHITE Form of Proxy for the Avesco EGM, 11.00 a.m. on 23 April 2007. Forms of Proxy returned by fax will not be accepted.

If the BLUE Form of Proxy for use at the Court Meeting is not lodged by then, it may be handed in at the Court Meeting to Capita Registrars on behalf of the Chairman of the meeting. However, if the WHITE Form of Proxy for use at the Avesco EGM is not lodged by 11.00 on 23 April 2007, it will be invalid.

The completion and return of a Form of Proxy will not prevent you from attending and voting in person at either the Court Meeting or the Avesco EGM, or any adjournment of either such meeting, if you wish to do so.

You will also find a GREEN Form of Election accompanying this document for the purposes of electing for the Partial Cash Alternative if your Avesco Shares are held in certificated form.

If your Avesco Shares are held in uncertificated form (that is, in CREST) and you wish to elect for the Partial Cash Alternative, you should follow the instructions for sending a TTE instruction set out in Part II of this document.

Important

If the Scheme becomes effective, it will be binding on all Avesco Shareholders, including those who did not vote to approve the Scheme.

Your attention is also drawn to the letter from KBC Peel Hunt in Part II of this document, which contains information on the effect of the Scheme on the admission to trading of, and dealings in, New InvestinMedia Shares and settlement under the terms of the Transaction together with the accompanying Admission Document which contains further information about InvestinMedia and the New InvestinMedia Shares.

11 Recommendation

The Independent Directors, who have been so advised by KBC Peel Hunt, consider the terms of the Transaction to be fair and reasonable. In providing advice to the Independent Directors, KBC Peel Hunt has taken into account the commercial assessments of the Independent Directors.

The Independent Directors unanimously recommend that Shareholders vote in favour of the Proposals at the Court Meeting and at the Avesco EGM, as they have irrevocably undertaken to do so in respect of the Avesco Shares which they beneficially own, which in aggregate amount to 579,440 Avesco Shares (representing approximately 3.0 per cent. of Avesco's issued share capital).

Given his position as a director of InvestinMedia, Richard Murray is not considered independent for the purposes of the Transaction and accordingly, he has taken no part in the Avesco Board's consideration of the Transaction nor the recommendation set out above, which has been given by the Independent Directors. Richard Murray has however undertaken to vote in favour of the Scheme in respect of the 3,366,074 Avesco Shares in which he is beneficially interested (representing approximately 17.6 per cent. of Avesco's issued share capital).

Yours faithfully

Ian Martin
Chairman

PART II
EXPLANATORY STATEMENT
(IN COMPLIANCE WITH SECTION 426 OF THE ACT)



30 March 2007

To Shareholders and, for information only, to participants in the Avesco LTIP

Dear Shareholder

Recommended nil-premium merger of InvestinMedia and Avesco

1 Introduction

On 29 March 2007, the Independent InvestinMedia Directors and the Independent Directors of Avesco announced that they had reached agreement on the terms of a recommended nil-premium merger of InvestinMedia and Avesco. Based on the All Share Terms, the Transaction values each Avesco Share at 95.5 pence and the existing issued and to be issued share capital of Avesco at approximately £19.9 million. The merger is to be effected by way of a scheme of arrangement under section 425 of the Act.

Your attention is drawn to the letter from the Chairman of the Company set out in Part I of this document, which forms part of this explanatory statement and which, amongst other things, contains the background to and reasons for the recommendation. Your attention is drawn to the recommendation given by the Independent Directors at paragraph 11 of that letter (together with the background to and reasons for the recommendation contained in paragraph 3 of such letter) which states that the Independent Directors, who have been so advised by us, consider the terms of the Transaction to be fair and reasonable. In providing our advice to the Independent Directors, we have taken into account the commercial assessments of the Independent Directors. The Independent Directors are unanimously recommending that Shareholders vote in favour of the Proposals at the forthcoming Meetings, as they have undertaken to do in respect of all of their own holdings of Avesco Shares.

We have been authorised by the Independent Directors to write to you to explain the Scheme and to provide you with other relevant information.

The Scheme is set out in full in Part III of this document. Your attention is also drawn to the other parts of this document, together with the accompanying Admission Document, which all form part of this explanatory statement.

2 Summary of the terms of the Transaction

The Transaction is to be effected by means of a scheme of arrangement between the Company and its Shareholders under section 425 of the Act. The Scheme is subject to the conditions and further terms set out in Part IV of this document. Under the terms of the Scheme, holders of Scheme Shares will receive New InvestinMedia Shares and, if they make a valid election under the Partial Cash Alternative, cash for their shareholdings on the basis set out below.

Under the Scheme and subject as provided below, Scheme Shareholders will receive New InvestinMedia Shares on the following basis:

For every 13 Avesco Shares

9 New InvestinMedia Shares

and so in proportion for any number of Avesco Shares held.

Under the Partial Cash Alternative, Scheme Shareholders may elect in respect of some or all of their Avesco Shares to receive cash instead of New InvestinMedia Shares in the following amount:

140 pence in cash

in respect of each Avesco Share

up to a maximum total of 5,207,018 Avesco Shares, representing 25 per cent. of the Company's fully diluted share capital as at 28 March 2007 (being the latest practicable date prior to the announcement of the Transaction). If the Partial Cash Alternative were accepted in full, it would require a cash payment by InvestinMedia of approximately £7.3 million.

Further details of the Partial Cash Alternative are contained in paragraph 3 below.

Based on the Closing price of InvestinMedia Shares on 28 March 2007 (being the latest practicable date prior to the announcement of the Transaction): (i) the All Share Terms value each Avesco Share at 95.5 pence per share; and the whole of the existing issued and to be issued share capital of Avesco at approximately £19.9 million. Assuming full acceptance of each of the Partial Cash Alternative and no election being made by participants in the Avesco LTIP for cash, Avesco Shareholders will own 10,814,577 New InvestinMedia Shares in aggregate 39.9 per cent. of the Enlarged Group's issued share capital, the balance being owned by InvestinMedia Shareholders.

Whilst the All Share Terms value each Avesco Share at a 9.5 per cent. discount to the Closing Price of an Avesco Share on 28 March 2007, the terms of the Transaction have been agreed on a nil-premium basis by reference to the average Closing Prices of InvestinMedia Shares and Avesco Shares for the period from 2 January 2007 to 28 March 2007. The Independent InvestinMedia Directors and the Independent Avesco Directors believe that, given the nature of the Transaction, such approach is reasonable.

Fractions of New InvestinMedia Shares will not be allotted or issued pursuant to the Scheme. Fractional entitlements to New InvestinMedia Shares will be aggregated and sold in the market and the net proceeds of sale will be retained for the benefit of the Enlarged Group.

The New InvestinMedia Shares will be created under the Act and the legislation made thereunder and will be issued pursuant to the Scheme credited as fully paid, in registered form and will be capable of being held in certificated and uncertificated form. Full particulars of the rights attaching to the New InvestinMedia Shares are contained in the Admission Document which accompanies this document and which has been issued by InvestinMedia.

Application will be made to the London Stock Exchange for the New InvestinMedia Shares to be admitted to trading on AIM. It is expected that the New InvestinMedia Shares will be issued, and that Admission of the New InvestinMedia Shares will become effective, on the Effective Date (currently expected to be 17 May 2007).

The maximum number of New InvestinMedia Shares that could be issued pursuant to the Transaction is 14,419,437 or 13,254,257 assuming that Richard Murray elects for the Partial Cash Alternative in accordance with his undertaking and no Avesco Shareholders or awardholders under the Avesco LTIP elect to receive any cash under the Partial Cash Alternative and take their entitlements in Scheme Shares.

3 Partial Cash Alternative

Avesco Shareholders may elect in respect of some or all of their Avesco Shares to receive cash instead of New InvestinMedia Shares in the following amount:

140 pence in cash	in respect of each Avesco Share
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up to a maximum total of 5,207,018 Avesco Shares, representing 25 per cent. of the Company's fully diluted share capital as at 28 March 2007 (being the latest practicable date prior to the announcement of the Transaction). If the Partial Cash Alternative were accepted in full, it would require a cash payment by InvestinMedia of approximately £7.3 million.

The ability for Avesco Shareholders to vary the proportion in which they receive cash and Avesco Shares is referred to in the announcement of the Transaction as the Mix and Match Facility. Avesco Shareholders who elect for the Partial Cash Alternative will be entitled to receive cash on the above basis for up to 25 per cent. of their holdings of Avesco Shares at the Reorganisation Record Time. Elections made by Avesco Shareholders to receive cash in respect of more than 25 per cent. of their holdings at the Reorganisation Record Time will only be satisfied to the extent that other Avesco Shareholders do not elect for cash or elect for cash in respect of less than 25 per cent. of their shareholdings at the Reorganisation Record Time. If Avesco Shareholders' elections can not be satisfied in full, their elections under the Partial Cash Alternative to the extent they exceed 25 per cent. of their holdings at the Reorganisation Record Time will be scaled down on a *pro rata* basis (or as near as practicable as Avesco and InvestinMedia may decide) and such Avesco Shareholders will receive New InvestinMedia Shares in respect of the Avesco Shares for which their elections could not be satisfied.

Where Avesco Shareholders elect for more than 25 per cent. of their holdings, such shareholders will not know the exact number of New InvestinMedia Shares nor the exact amount of cash that they will receive until settlement of the consideration under the Transaction. An announcement will however be made on or shortly after the Effective Date of the extent to which Avesco Shareholders' elections in excess of 25 per cent. under the Partial Cash Alternative have been satisfied.

The Partial Cash Alternative is conditional, amongst other things, on the Transaction becoming effective. Elections made by Avesco Shareholders in respect of the Partial Cash Alternative will not affect the entitlements of Avesco Shareholders who do not make any elections.

Avesco Shareholders' entitlement to the interim dividend of 0.5p per Avesco Share which is due and payable on 10 April 2007 (to Avesco Shareholders on the register on 16 March 2007) will not be affected by the Proposals.

4 Irrevocable undertakings

The Avesco Directors (including Richard Murray), who hold in aggregate approximately 20.7 per cent. of the Avesco Shares currently in issue, have irrevocably undertaken to vote (and procure that their connected persons also vote) in favour of the Scheme. Richard Murray, who holds in aggregate approximately 17.6 per cent. of the Avesco Shares currently in issue, has undertaken to elect for the Partial Cash Alternative in respect of 1,683,037 Avesco Shares (representing 50 per cent. of his current shareholding).

These undertakings will remain binding in the event of a competing offer being made for Avesco and will cease to be binding only if the Transaction does not become effective or is withdrawn. The other Avesco Directors, who hold in aggregate approximately 3.0 per cent. of the Avesco Shares currently in issue, have undertaken not to elect for the Partial Cash Alternative.

5 Background to and reasons for the recommending the Transaction

The details of the background to and reasons for recommending the Transaction are set out in full in the letter from the Chairman of Avesco in Part I of this document.

6 Information on Avesco

Avesco is an international media services group supplying the corporate presentation, entertainment and broadcast markets. The group of companies which now comprises Avesco, was initially formed in the period from 1985. The Avesco Group has since expanded to include companies operating across the UK, Europe and North America and employs around 540 people. Avesco's strategy is to build a media services group that is recognised for the quality of its people, its services and its financial returns to shareholders.

For the year ended 31 March 2006, the Avesco Group reported turnover of £65.3m (an 11 per cent. increase over the prior year), an operating profit before exceptional items and goodwill amortisation of £2.6 million (a 24 per cent. increase over the prior year), EBITDA of £12.5 million (a 12 per cent. increase over the prior year) and profit before tax of £0.5 million (2005: £0.5 million).

In respect of the six months ended 30 September 2006, Avesco reported unaudited results which showed further improvement in turnover, profits and cash generation.

Further information on Avesco is contained in Part VI of this document. **Shareholders' attention is also drawn to the historical financial information on Avesco for the three year period ended 31 March 2006 and the six month period ended 30 September 2006 contained in Part 4 of the accompanying Admission Document from which certain of the above financial information on Avesco is extracted. Shareholders should read the financial information on Avesco contained in the Part 4 of the Admission Document in its entirety.**

In addition, Part 5 of the Admission Document contains pro-forma financial information on the Enlarged Group on the basis that the Transaction had taken place on 30 September 2006.

7 Information on InvestinMedia

Currently InvestinMedia's businesses consist of Fountain Studios, a 20.7 per cent. investment in Medal and a 1.2 per cent. investment in 2waytraffic.

In 2002, as part of the consideration for the sale to Medal of Fountain Studios, InvestinMedia acquired a 23.4 per cent. stake in Medal. Following a number of share issues by Medal and the purchase on 5 May 2006 of 614,000 shares in the market at 70 pence per Medal share, InvestinMedia's shareholding in Medal is now 20.7 per cent.

In September 2006, InvestinMedia re-acquired Fountain Studios, for an overall consideration of £6.8 million.

In 1996, InvestinMedia acquired a 49 per cent. stake in Complete. Following the creation in 1998 of the quiz format "Who Wants To Be A Millionaire?", this has proved to be an extremely successful investment, which has returned substantial dividends to InvestinMedia.

The sale of InvestinMedia's investment in the share capital of Complete was completed on 20 December 2006 in exchange for approximately £35.6 million net of expenses, of which £1.9 million was satisfied by the issue of shares in 2waytraffic, £22.9 million net of expenses in cash has been received, a receivable of approximately £9.9 million is currently held in an escrow account as security against possible future warranty and indemnity claims, and a net asset adjustment is expected to produce a further £0.8 million.

The net asset value of InvestinMedia is £38.7 million, based upon its consolidated balance sheet at 30 September 2006, adjusted for the subsequent receipts of the proceeds of the disposal of Complete and assuming that no corporation tax is payable on those proceeds and that no warranty, indemnity or other claims in connection with the sale of the interest in Complete are made against InvestinMedia by the purchaser.

Further information on InvestinMedia is contained in Part VI of this document. **Shareholders' attention is also drawn to the historical financial information on InvestinMedia for the three year period ended 30 September 2006 contained in Part 3 of the accompanying Admission Document. Shareholders should read the financial information on InvestinMedia contained in Part 3 of the Admission Document in its entirety.**

In addition, Part 5 of the Admission Document contains pro-forma financial information on the Enlarged Group on the basis that the Transaction had taken place on 30 September 2006.

8 Management and the effect of the Scheme on Directors' interests

As more particularly referred to in Part I above, the Enlarged Group will continue to be managed and run on a day to day basis by its current executive management team.

The material interests of the Directors in the share capital of Avesco are set out in paragraph 4 of Part VI of this document. Details of the Directors' service agreements are set out in paragraph 6 of Part VI of this document and save as disclosed in the paragraph below the total emoluments received by the Directors will not be varied as a result of the Scheme. Ian Martin has agreed, conditional on the Scheme becoming Effective, to become the full time Chief Executive of the Enlarged Group. On the basis of assuming a full time position, his remuneration will increase from approximately £123,000 to £225,000 as more particularly described in paragraph 6.1 of Part VI of this document. As more particularly discussed in paragraph 6.7 of Part VI of this document, Richard Murray's remuneration will be increased to £75,000 in recognition of his commitment to further support and develop the Avesco business and Michael Gibbins remuneration will be increased to £35,000 in recognition of him assuming the role of Non-Executive Chairman. In addition, Mr Nicholson, Mr Andrews and Mr Crump are entitled to cash bonus payments depending on the performance of certain parts of the Avesco business. Early payments of these cash bonuses can be made on the occurrence of a scheme of arrangement, as more particularly described in paragraphs 6.2, 6.4 and 6.5 of Part VI of this document.

Save as otherwise disclosed in the document the effect of the Scheme on the interests of the Directors does not differ from its effect on the like interests of any other holder of Scheme Shares (including in respect of awards under the Avesco LTIP).

9 Structure of the Proposals

The Transaction is to be effected by way of the Scheme. The Scheme is an arrangement made between the Company and the Scheme Shareholders under section 425 of the Companies Act. This involves an application by the Company to the Court to sanction the Scheme and confirm the related Capital Reduction in consideration for which Scheme Shareholders on the register of members of the Company at the Reorganisation Record Time will receive New InvestinMedia Shares and/or cash (depending on

elections made) on the basis set out in paragraphs 2 and 3 of this Part II. The cancellation of the Scheme Shares and the subsequent issue of new Avesco Shares to InvestinMedia provided for in the Scheme will result in the Company becoming a wholly-owned subsidiary of InvestinMedia.

The terms of the Share Capital Reorganisation are set out in clause 1 of Part I of the Scheme at the end of this document and in the Special Resolution.

The Scheme will require the approval of Scheme Shareholders at the Court Meeting to be held at Unit E2, Sussex Manor Business Park, Gatwick Road, Crawley RH10 9NH at 10.45 a.m. on 25 April 2007. The implementation of the Scheme will also require the approval of Shareholders of the special resolution to be proposed at the Extraordinary General Meeting to be held immediately after the Court Meeting and the satisfaction or waiver of the other Conditions set out in Part IV of this document. Only Shareholders entered on the register of members of Avesco at the Voting Record Time will be entitled to attend and vote at the Meetings in respect of the number of Avesco Shares registered in their name at the relevant time.

Notices of both the Court Meeting and the Avesco EGM are set out at the end of this document.

9.1 *Court Meeting*

The Court Meeting has been convened at the direction of the Court for 10.45 a.m. on 25 April 2007 to enable Shareholders to consider and, if thought fit, approve the Scheme.

At the Court Meeting, voting will be by poll and each Shareholder present in person or by proxy will be entitled to one vote for each Avesco Share held as at the Voting Record Time. The Scheme must be approved at the Court Meeting by a majority in number representing not less than 75 per cent. in value of the Avesco Shares held by those Shareholders present and voting in person or by proxy.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of the Scheme Shareholders. You are therefore urged to complete and return your BLUE Form of Proxy as soon as possible.

9.2 *Avesco Extraordinary General Meeting*

The Avesco EGM has been convened for 11.00 a.m. on 25 April 2007, or as soon thereafter as the Court Meeting shall have been concluded or adjourned, to enable Shareholders to consider and, if thought fit, approve a special resolution to implement the Scheme by:

- (i) approving the sub-division and re-classification of the Avesco Shares;
- (ii) approving the Capital Reduction and the subsequent issue of new Avesco Shares by Avesco to InvestinMedia in accordance with the terms of the Scheme;
- (iii) approving the designation of one unissued Avesco Share as a Deferred Share which the Avesco Directors intend to issue to InvestinMedia at par value (to reflect the limited rights of that share) for the purposes of facilitating the implementation of the Scheme.

Each holder of Avesco Shares will be entitled to attend and vote at the Avesco EGM.

The sub-division and reclassification referred to in sub-paragraph (i) above is proposed in order to facilitate the Scheme and is described further in sub-paragraph 9.3 below.

Voting on the Special Resolution will be on a show of hands unless a poll is demanded. The Chairman reserves the right to demand that the vote of Avesco Shareholders be held by way of a poll and, in such event, each Avesco Shareholder present in person or by proxy will be entitled to one vote for every Avesco Share held.

In addition to the resolutions being proposed in connection with the Scheme, an ordinary resolution to facilitate the proposals being made to awardholders under the Avesco LTIP and an ordinary resolution to facilitate the satisfaction of outstanding Avesco LTIP awards through the Avesco Employee Trust are also being proposed, further details of which are set out in paragraph 11 below.

You will find the notice of the Avesco Extraordinary General Meeting set out at the end of this document. The quorum for the Avesco Extraordinary General Meeting will be two or more Avesco Shareholders present in person or by proxy.

9.3 ***Share Capital Reorganisation***

The Scheme will include a reorganisation of the share capital of the Company whereby the Scheme Shares will, in accordance with the terms of the Scheme, be sub-divided and reclassified into A Shares and B Shares. The share capital reorganisation will take effect at the Reorganisation Record Time, from which point the A Shares will carry the right to receive the cash consideration payable by InvestinMedia and B Shares will carry the right to receive New InvestinMedia Shares. Each A Share shall confer upon the holder thereof the right to receive 1 pence in cash and each B Share shall confer upon the holder thereof the right to receive 1 New InvestinMedia Share for every 202.2222157 B Shares.

Following the share capital reorganisation and upon the Capital Reduction becoming effective, the A Shares and B Shares will be cancelled and Scheme Shareholders will be paid cash and issued with New InvestinMedia Shares in proportion to their holdings of A Shares and B Shares respectively. If, for any reason, the Capital Reduction does not become effective within 5 business days of the Reorganisation Record Time, or such later time as the Company and InvestinMedia agree and the Court may allow, the share capital reorganisation described above will be reversed and Scheme Shareholders will hold such number of Avesco Shares as they held immediately prior to the Reorganisation Record Time.

In addition, prior to the Hearing Date, the Deferred Share will be issued to InvestinMedia.

Certain holders of Scheme Shares have different portions of their holdings recorded in the register of members of the Company by reference to separate designations. For the purpose of the Share Capital Reorganisation pursuant to the Scheme, each separate designated holding shall be treated as if it is a separate holding by a separate person.

9.4 ***The Court Hearing***

The Scheme must also be sanctioned by the Court. The Court Hearing is expected to be held on 16 May 2007. Scheme Shareholders will have the right to attend the Court Hearing to support or oppose the Scheme and to appear in person or be represented by Counsel.

The first part of the Scheme, which effects the share capital reorganisation referred to in paragraph 9.3 above, will become effective as soon as an office copy of the First Court Order has been delivered to the Registrar of Companies for registration.

The second part of the Scheme, which completes the merger of Avesco and InvestinMedia, will become effective as soon as an office copy of the Second Court Order has been delivered by the Company to the Registrar of Companies for registration and has been registered by the Registrar of Companies. This is expected to occur on 17 May 2007.

InvestinMedia will give an undertaking to the Court to be bound by the Scheme.

If the Scheme becomes effective, it will be binding on all Shareholders, irrespective of whether or not they attended or voted at the Meetings. The Scheme will not extend to Avesco Shares issued after that date but it is not anticipated any such shares will be issued.

If the Scheme does not become effective by 31 July 2007 (or such later date (if any) as InvestinMedia and Avesco may agree and (if required) the Court may approve), the Scheme will not become effective and the Transaction will not proceed.

9.5 ***InvestinMedia Shareholder approval***

As a result of its size, the Transaction constitutes a reverse takeover as far as InvestinMedia is concerned under the terms of the AIM Rules. Accordingly, InvestinMedia will be required to seek the approval of its shareholders for the Transaction at the InvestinMedia Extraordinary General Meeting. InvestinMedia has prepared and, simultaneous with the despatch of this document, sent to its shareholders a circular summarising the background to, and reasons for, the Transaction

(including a notice to convene the InvestinMedia EGM). The Transaction is conditional on, amongst other things, the relevant resolutions being passed by the InvestinMedia Shareholders at the InvestinMedia EGM, which has been convened for 25 April 2007, immediately prior to the Court Meeting and the Avesco EGM.

InvestinMedia has also issued an Admission Document in connection with the New InvestinMedia Shares which accompanies this document.

9.6 *Modifications to the Scheme*

The Scheme contains a provision for the Company and InvestinMedia to consent on behalf of all persons concerned to any modification of, or addition to, the Scheme or to any condition approved or imposed by the Court. The Court would be unlikely to approve any modification of, or additions to, or impose a condition to the Scheme which might be material to the interests of the Scheme Shareholders unless Scheme Shareholders were informed of such modification, addition or condition. It would be a matter for the Court to decide, in its discretion, whether or not a further meeting of Scheme Shareholders should be held in these circumstances.

9.7 *Conditions*

The Scheme is subject to the Conditions, including, amongst other things:

- (a) the approval of the Transaction at the InvestinMedia EGM;
- (b) the approval of the Transaction at the Avesco EGM;
- (c) the approval of the Scheme at the Court Meeting and the related re-organisation of share capital to be proposed at the Avesco EGM; and
- (d) the sanction of the Scheme by the Court.

The Transaction can only become effective if all Conditions, including those described above, have been satisfied or, if capable of waiver, waived. It is anticipated that the Second Court Order will be registered with the Registrar of Companies once the London Stock Exchange has confirmed that Admission will occur (save only as to registration of the Second Court Order and the Minute).

9.8 *Alternative means of implementing the Transaction*

InvestinMedia has reserved the right to implement the Transaction by way of the Offer, in which case additional documents will be despatched to Avesco Shareholders. In such event the acquisition of Avesco will be implemented on the same terms (subject to appropriate amendments, including (without limitation) an acceptance condition set at 90 per cent. of the shares to which the Offer relates, as those which apply to the Scheme).

10 Financing of the Transaction

The cash consideration payable by InvestinMedia to Scheme Shareholders under the terms of the Scheme and the cash payable to awardholders under the Avesco LTIP proposals will be provided by InvestinMedia from its existing resources.

11 Mutual Break Fee

InvestinMedia and Avesco have entered into an inducement fee arrangement pursuant to which each party has agreed to pay to the other £200,000 in certain circumstances. This sum shall be payable by Avesco if the Independent Directors withdraw, or adversely modify, or make subject to conditions or qualification, their recommendation of the merger of InvestinMedia and Avesco or withdraw the Scheme or a third party offer (being an offer, scheme of arrangement or other similar transaction relating to Avesco and made by a third party) is announced prior to the Scheme becoming effective and such third party offer subsequently becomes or is declared unconditional in all respects or is otherwise completed or implemented. This sum shall be payable by InvestinMedia if the Independent InvestinMedia Directors withdraw, or adversely modify, or make subject to conditions or qualification, their recommendation to InvestinMedia Shareholders to vote in favour of the Transaction at the InvestinMedia Extraordinary General Meeting or otherwise takes steps to adjourn such meeting or

InvestinMedia refuses to give an undertaking to the Court to be bound by the terms of the Scheme or a third party offer (being an offer, scheme of arrangement or other similar transaction relating to InvestinMedia made by a third party) is announced prior to the Scheme becoming effective and such third party offer subsequently becomes or is declared unconditional in all respects or is otherwise completed or implemented.

12 Avesco LTIP

There are awards outstanding in respect of Avesco Shares under the Avesco LTIP. Participants under the Avesco LTIP will shortly be sent further details of the action they can take in respect of these outstanding awards.

Under the current LTIP rules, outstanding Avesco LTIP awards will vest upon sanction of the Scheme by the Court and Avesco Shares issued pursuant to vested Avesco LTIP awards will be acquired under the Scheme. Avesco LTIP awardholders who choose to have their vested Avesco Shares acquired under the Scheme, will, in respect of such shares, thereby be entitled to receive the consideration set out in paragraph 3 of Part II of this document, including electing for the Partial Cash Alternative. A term of the Avesco Employee Trust will be amended, subject to the approval of the Avesco Shareholders, in order to facilitate the satisfaction of outstanding Avesco LTIP awards.

However, as part of the proposals to Avesco LTIP awardholders, such awardholders will be offered the opportunity to elect to receive, in full and final settlement of their vested LTIP award(s), a cash payment from Avesco in lieu of their entitlements to Avesco Shares. The cash payment to be made to LTIP awardholders in lieu of entitlement to Avesco Shares is intended to be broadly reflective of the inherent value that an Avesco Shareholder would receive (based on each Avesco Shareholder having taken up his/her entitlement under the Partial Cash Alternative) while recognising that given the nature of the consideration available under the Transaction (shares and cash), the value an Avesco Shareholder will receive will invariably vary. Any awardholder who does not elect to receive Avesco Shares pursuant to their Avesco LTIP awards will automatically be deemed to have elected to receive the cash payment.

In order to facilitate this, the rules of the Avesco LTIP will be amended, subject to the approval of Avesco Shareholders at the Avesco EGM, permitting Avesco LTIP awardholders to elect to receive such cash settlement payment will facilitate the operation of Avesco's withholding obligations under pay-as-you-earn in respect of the vesting of Avesco LTIP awards.

13 Admission, Dealing and Settlement

An application will be made by InvestinMedia to the London Stock Exchange for the New InvestinMedia Shares to be admitted to trading on AIM. It is expected that Admission will become effective and that dealings for normal settlement of the New InvestinMedia Shares will commence at 8.00 a.m. on the Effective Date, which, subject to the sanction of the Court, is expected to be 17 May 2007.

Dealings in Avesco Shares on the London Stock Exchange will cease at the close of business on 15 May 2007 and no transfers of Avesco Shares will be registered after this time. On 16 May 2007 there will be no dealings in Avesco Shares. Prior to the Effective Date, Avesco will apply to the London Stock Exchange for Avesco Shares to cease to be admitted to trading on AIM.

Subject to the Scheme becoming effective, settlement of the consideration to which any Scheme Shareholder is entitled under the Scheme will be effected as follows:

(a) *Avesco Shares held in uncertificated form (that is, in CREST)*

Where, at the Reorganisation Record Time, a Scheme Shareholder holds Scheme Shares in uncertificated form:

- (i) the New InvestinMedia Shares to which a Scheme Shareholder is entitled will be issued in uncertificated form through CREST. InvestinMedia will procure that CRESTCo is instructed to credit such Scheme Shareholder's appropriate stock account in CREST with the applicable numbers of New InvestinMedia Shares at the commencement of dealings in the New InvestinMedia Shares; and

- (ii) settlement of cash consideration will be paid through CREST as soon as practicable after the Effective Date and in any event within 14 days after the Effective Date, in accordance with the CREST payment arrangements.

As from the Reorganisation Record Time, each holding of Scheme Shares credited to any stock account in CREST will be disabled and all Scheme Shares will be removed from CREST in due course.

InvestinMedia reserves the right to pay any cash consideration and to procure the issue of New InvestinMedia Shares to all or any Scheme Shareholders who hold Scheme Shares in uncertificated form at the Reorganisation Record Time in the manner referred to in sub-paragraph (b) below if, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this sub-paragraph (a).

(b) ***Avesco Shares held in certificated form***

Where, at the Reorganisation Record Time, a Scheme Shareholder holds Scheme Shares in certificated form:

- (i) the New InvestinMedia Shares to which a Scheme Shareholder is entitled will be issued in certificated form; and
- (ii) settlement of cash consideration, to which a Scheme Shareholder is entitled will be made in pounds sterling by cheque drawn on a branch of a clearing bank in the United Kingdom.

Cheques in respect of cash consideration and definitive certificates for the New InvestinMedia Shares will be despatched by first class post (or by such other method as may be approved by the Panel and (in the case of the New InvestinMedia Shares only) the London Stock Exchange) as soon as practicable (and in any event within 14 days) after the Effective Date. Cheques will be sent to Scheme Shareholders at the address appearing in the Company's register of members at the Reorganisation Record Time or, in the case of the joint holders, to the holder whose name appears first in such register in respect of the joint holding concerned.

On the Effective Date, each certificate representing a holding of Avesco Shares subject to the Scheme will cease to be valid. Following settlement of the consideration to which an Avesco Shareholder is entitled under the Scheme, Scheme Shareholders should destroy such Avesco Share certificates.

(c) ***General***

Fractions of New InvestinMedia Shares will not be allotted or issued pursuant to the Scheme. Fractional entitlements to New InvestinMedia Shares will be aggregated and sold in the market and the net proceeds of sale will be retained for the benefit of the Enlarged Group.

All documents and remittances sent to Scheme Shareholders in accordance with this paragraph will be sent at the risk of the person entitled thereto.

In relation to New InvestinMedia Shares to be issued in certificated form, temporary documents of title will not be issued pending the despatch by post of definitive certificates for such New InvestinMedia Shares as referred to in sub-paragraph (b) above. Pending the issue of definitive certificates for such New InvestinMedia Shares, former Avesco Shareholders wishing to register transfers of such New InvestinMedia Shares may certify their share transfer forms against the register of members of InvestinMedia by contacting the InvestinMedia registrar, Capita Registrars. On the registration of any such transfers, the transferee will receive a share certificate in respect of the New InvestinMedia Shares the subject of the relevant transfer.

All mandates relating to the payment of dividends on Avesco Shares and other instructions given to Avesco by Scheme Shareholders in force at the Reorganisation Record Time relating to holdings of Avesco Shares will, unless and until amended or revoked, be deemed as from the Effective Date to be an effective mandate or instruction to InvestinMedia in respect of the corresponding New InvestinMedia Shares.

Save with the consent of the Panel, settlement of the consideration to which any Avesco Shareholder is due under the Scheme will be implemented in full in accordance with the terms set out in this Part II without regard to any lien, right of set off, counterclaim or analogous right to which InvestinMedia may otherwise be, or claim to be, entitled against any Avesco Shareholder.

14 United Kingdom taxation

A summary of certain United Kingdom taxation consequences of the implementation of the Scheme for Avesco Shareholders is set out in Part V of this document.

The summary set out in Part V of this document is intended as a guide only and Avesco Shareholders who are in any doubt about their taxation position, or who are resident for tax purposes outside of the United Kingdom, are strongly advised to contact an appropriate independent professional adviser.

15 Overseas shareholders

The implications of the Transaction for persons resident in, or citizens of, jurisdictions outside the United Kingdom may be affected by the laws of the relevant jurisdiction. Overseas Persons should inform themselves about and observe any applicable legal requirements. It is the responsibility of each Overseas Person to satisfy himself or herself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required and the payment of any issue, transfer or other taxes due in such jurisdiction.

This document and the accompanying documents have been prepared for the purpose of complying with English law, the City Code and the applicable rules of the London Stock Exchange. This document and the conditions and further terms set out in this document are governed by English law and are subject to the jurisdiction of the English courts. Therefore, the information disclosed in this document may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws and regulations of any other jurisdiction.

16 Action to be taken

If you are a registered holder of Avesco Shares, you will find enclosed with this document:

- a reply paid BLUE Form of Proxy for use in respect of the Court Meeting;
- a reply paid WHITE Form of Proxy for use in respect of the Avesco EGM;
- a GREEN Form of Election for holders of certificated Scheme Shares wishing to elect for the Partial Cash Alternative; and
- a reply paid envelope (for use in connection with the GREEN Form of Election).

It is particularly important that as many votes as possible are cast at the Court Meeting so that the Court may be satisfied that there is a fair representation of Shareholder opinion. You are therefore strongly urged to return your Forms of Proxy as soon as possible and in any event by the dates set out below.

If you have sold or otherwise transferred all of your Avesco Shares, please send this document, together with the relevant accompanying Forms of Proxy and Form of Election as soon as possible to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee.

The Court Meeting and the Avesco EGM

Whether or not you intend to attend these meetings, please complete and sign both the BLUE Form of Proxy and the WHITE Form of Proxy in accordance with the instructions printed thereon and return them either by post using the reply paid service on the proxy form to Proxy Processing Centre, Telford Road, Bicester, OX26 4LD or by hand during normal business hours only to Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU in each case so as to be received as soon as possible **and in any event at least 48 hours before the time fixed for the relevant meeting or any adjournment thereof**. Forms of Proxy returned by fax will not be accepted.

If you hold your Avesco Shares in uncertificated form (i.e. in CREST), you may vote using the CREST voting service in accordance with the procedures set out in the CREST Reference Manual (please also refer to the accompanying notes for the notice of the Avesco EGM set out at the end of this document). Proxies submitted via CREST (under CREST participant ID RA10) must be received by the Registrars

not later than 10.45 a.m. on 23 April 2007 in the case of the Court Meeting and by 11.00 a.m. on 23 April 2007 in the case of the Avesco EGM (or, in the case of an adjourned meeting, not less than 48 hours prior to the time and date set for the adjourned meeting).

If the BLUE Form of Proxy relating to the Court Meeting is not lodged by the relevant time, it may be handed to the Chairman at the Court Meeting. However, in the case of the Avesco EGM, unless the WHITE Form of Proxy is lodged so as to be received by 11.00 a.m. on 23 April 2007 (or where the Avesco EGM is adjourned, at least 48 hours before the time fixed for the adjourned Avesco EGM) and in accordance with the instructions on the WHITE Form of Proxy, it will be invalid. Apart from completing and returning the Forms of Proxy, you need take no further action unless you wish to elect for the Partial Cash Alternative.

The completion and return of a Form of Proxy will not prevent you from attending and voting in person at the Court Meeting or Avesco EGM, or any adjournment thereof should you wish to do so.

Elections for the Partial Cash Alternative

(a) Return of Forms of Election in respect of Scheme Shares held in certificated form

Shareholders who hold their shares in certificated form and who wish to make an election for cash under the Partial Cash Alternative should also complete the GREEN Form of Election in accordance with the instructions printed thereon and return it together with your Share Certificate(s) or other Documents of Title to Capita Registrars by post or, during normal business hours only, by hand to Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU so as to arrive no later than 1.00 p.m. on 15 May 2007. A reply paid envelope is enclosed for your convenience.

(b) Electing for the Partial Cash Alternative if Scheme Shares are held in uncertificated form

Holders of Scheme Shares in uncertificated form who wish to make an election under the Partial Cash Alternative in respect of some or all of their Scheme Shares must not complete a Form of Election but instead take (or procure to be taken) the action set out below to transfer the Scheme Shares in respect of which they wish to elect for the Partial Cash Alternative to an escrow balance, using a transfer to escrow (“TTE”) instruction specifying Capita IRG Plc (in its capacity as a CREST participant under Capita IRG Plc’s participant ID referred to below) as the Escrow Agent, as soon as possible and in any event so that the TTE instruction settles no later than 1.00 p.m. on 15 May 2007.

If you are a CREST personal member, you should refer to your CREST sponsor before taking any action. Your CREST sponsor will be able to confirm details of your participant ID and the member account ID under which your Scheme Shares are held. In addition, only your CREST sponsor will be able to send the TTE instruction to CRESTCo in relation to your Scheme Shares. You should send (or, if you are a CREST personal member, procure that your CREST sponsor sends) a TTE instruction to CRESTCo which must be properly authenticated in accordance with CRESTCo’s specifications and which must contain, in addition to the other information that is required for a TTE instruction to settle in CREST, the following details:

- the number of Scheme Shares to be transferred to an escrow balance;
- the ISIN number for the Scheme Shares. This is GB0034070515;
- your member account ID;
- your participant ID;
- participant ID of the escrow agent Capita IRG Plc in its capacity as Escrow Agent. This is RA10;
- member account ID of the escrow agent. This is AVESCO;
- intended settlement dates. This should be as soon as possible and in any event not later than 1.00 p.m. on 15 May 2007;
- input with standard delivery instruction priority of 80;
- the corporate action number of the Scheme, which is allocated by CRESTCo and can be found by viewing the relevant corporate action details in CREST; and
- contact name and telephone number inserted in the shared note field.

After settlement of the TTE instruction, you will not be able to access the Scheme Shares concerned in CREST for any transaction or for charging purposes. If the Scheme becomes Effective, the escrow agent will transfer the Scheme Shares concerned to InvestinMedia. You are recommended to refer to the CREST Manual published by CRESTCo for further information on the CREST procedures outlined above.

You should note that CRESTCo does not make available special procedures in CREST for any particular corporate action. Normal system timings and limitations will therefore apply in connection with the TTE instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE instruction relating to your Scheme Shares to settle prior to 1.00 p.m. on 15 May 2007. In connection with this you are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Please note that, if you elect for the Partial Cash Alternative in respect of Scheme Shares which are held in CREST and if you fail to give the TTE instruction to settle prior to 1.00 p.m. on 15 May 2007 in accordance with the instructions set out above, your election for the Partial Cash Alternative will to that extent be invalid and you will receive New InvestinMedia Shares as if you had not elected for the Partial Cash Alternative.

Holders of Scheme Shares wishing to receive cash in respect of ALL of their Scheme Shares should NOT complete the GREEN Form of Election or send a TTE Instruction.

If you have any questions relating to this document or completion of the Forms of Proxy or Form of Election, please contact Capita Registrars on 0870 162 3121 or from outside the UK on +44 208 639 2157.

17 Further information

Your attention is drawn to the Scheme which is set out in full in Part III of this document. Further information regarding the Company and InvestinMedia and the New InvestinMedia Shares is set out in Part VI of this document together with the accompanying Admission Document which has been issued by InvestinMedia and includes risk factors relating to Avesco and InvestinMedia, the Transaction and investment in New InvestinMedia Shares. The further information contained in this document and the accompanying Admission Document all form part of this explanatory statement.

Yours faithfully

Julian Blunt, Director
KBC Peel Hunt

PART III

SCHEME OF ARRANGEMENT

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT**

No. 2207 of 2007

IN THE MATTER OF AVESCO PLC

– and –

IN THE MATTER OF THE COMPANIES ACT 1985

**SCHEME OF ARRANGEMENT
(under section 425 of the Companies Act 1985)**

BETWEEN

AVESCO PLC

AND

**THE HOLDERS OF SCHEME SHARES
(as each is hereinafter defined)**

PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions shall bear the following meanings:

“Avesco Articles”	the articles of association of Avesco as at the date of this Scheme;
“Avesco Employee Trust”	the Avesco Employee Trust, as established by a trust deed dated 18 February 2004;
“Avesco Shareholders”	holders of Avesco Shares;
“Avesco Shares”	(i) prior to the Reorganisation Record Time, issued Ordinary Shares and the Deferred Share; and (ii) after the Reorganisation Record Time, the Ordinary Shares, A Shares and B Shares
“Avesco LTIP”	the Avesco Long Term Incentive Plan;
“A Shares”	the A ordinary shares of 10/140 pence each in the capital of the Company created by the sub-division and reclassification referred to in clause 1 of this Scheme;
“B Shares”	the B ordinary shares of 10/140 pence each in the capital of the Company created by the sub-division and reclassification referred to in clause 1 of this Scheme;
“Board”	the board of directors of Avesco or a committee thereof;

“Business Day”	a day on which London Stock Exchange plc is open for business;
“Capital Reduction”	the proposed reduction of share capital of Avesco pursuant to the Scheme;
“Cash Election”	has the meaning given in clause 2.3 of this Scheme;
“certificated” or in “certificated form”	not in uncertificated form;
“Companies Act”	the Companies Act 1985, as amended;
“the Company” or “Avesco”	Avesco plc, registered in England and Wales (no. 4982392);
“Court”	the High Court of Justice in England and Wales;
“Court Meeting”	the meeting of the holders of the Avesco Shares, convened by order of the Court pursuant to Section 425 of the Companies Act to be held on 25 April 2007 to consider and, if thought fit, approve this Scheme with or without modification, including any adjournment thereof;
“CREST”	the system for paperless settlement of trades in securities and the holding of uncertificated securities operated by CRESTCo in accordance with the CREST Regulations;
“CRESTCo”	CrestCo Limited;
“CREST Regulations”	the Uncertificated Securities Regulations 2001;
“Deferred Share”	the deferred share of 10 pence in the capital of Avesco, to be designated as such pursuant to the resolution at the extraordinary general meeting of Avesco (or any adjournment thereof) convened by the Board to be held at 11.00 a.m. on 25 April 2007 (or as soon as the Court Meeting concludes or is adjourned);
“Effective Date”	the date on which Part II of this Scheme becomes effective in accordance with its terms;
“Election Return Date”	15 May 2007 or such later date as may be announced by the Company to a Regulatory Information Service, such announcement being made prior to a date that would, absent such an announcement, be the Election Return Date;
“Election Return Time”	1.00 p.m. (London time) on the Election Return Date;
“First Court Order”	the order of the Court sanctioning the Scheme under section 425 of the Companies Act;
“Form of Election”	the GREEN form of election relating to the Partial Cash Alternative for use by holders of Scheme Shares in certificated form and accompanying the document of which this Scheme forms part;
“holder”	includes a person entitled by transmission;
“InvestinMedia”	InvestinMedia plc, registered in England and Wales (no. 1788363);

“New Avesco Shares”	the new ordinary shares of 10 pence each in the capital of the Company to be allotted and issued to InvestinMedia pursuant to clause 3.2 of this Scheme;
“New InvestinMedia Shares”	the new ordinary shares of 10 pence each in the capital of InvestinMedia to be issued and allotted to Scheme Shareholders in accordance with clause 4.2 of this Scheme;
“Ordinary Shares”	the ordinary shares of 10 pence each in the Company;
“Partial Cash Alternative”	the opportunity for Scheme Shareholders to elect to receive cash in the amount of 140 pence per Avesco Share in place of New InvestinMedia Shares up to a maximum total of 5,207,018 Avesco Shares representing 25 per cent. of Avesco’s fully diluted share capital as at 28 March 2007 (being the latest practicable date prior to the announcement of the Scheme);
“Receiving Agent”	the receiving agent appointed for the purposes of the Scheme, being Capita Registrars;
“Regulatory Information Service”	means any of the services set out in Schedule 12 to the Listing Rules of the UK Listing Authority;
“Reorganisation Record Time”	the time (expected to be 3.00 p.m.) on the date on which the First Court Order is delivered to the Registrar of Companies for registration;
“Scheme”	this scheme of arrangement in its present form or with or subject to any modification, addition or condition which the Company and InvestinMedia may agree and which the Court may approve or impose;
“Scheme Document”	the circular sent to Avesco Shareholders (of which this Scheme forms part) dated 30 March 2007;
“Scheme Record Time”	5.00 p.m. on 15 May 2007;
“Scheme Shareholders”	holders of Scheme Shares;
“Scheme Shares”	Avesco Shares: <ul style="list-style-type: none"> (i) in issue at the date of this Scheme; (ii) issued after the date of this Scheme but before the Scheme Voting Record Time; and (iii) issued at or after the Scheme Voting Record Time and before the Reorganisation Record Time in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by the Scheme, in each case other than the Deferred Share to be held by InvestinMedia;
“Scheme Voting Record Time”	6.00 p.m. on 23 April 2007 or if the Court Meeting is adjourned, 6.00 p.m. on the second day before the date of such adjourned meeting;
“Second Court Order”	the order of the Court confirming the Capital Reduction;

“subsidiary” and “subsidiary undertaking”	have the meanings ascribed to them under the Companies Act;
“TTE instruction”	a transfer to escrow instruction (as defined in the CREST Manual);
“uncertificated” or “in uncertificated form”	recorded on the relevant register as in uncertificated form in CREST and title to which may be transferred by virtue of the CREST Regulations;

and where the context so admits or requires, the plural includes the singular and vice versa.

- (B) The present authorised share capital of the Company is £2,600,000 divided into 26,000,000 ordinary shares of 10 pence each of which 19,094,075 ordinary shares have been issued and are fully paid and the remainder are unissued.
- (C) At the date of this Scheme, InvestinMedia has an authorised share capital of £2,100,000 divided into 21,000,000 ordinary shares of 10 pence each of which 16,316,297 ordinary shares have been issued and are fully paid and the remainder are unissued.
- (D) Certain holders of Scheme Shares have different portions of their holdings recorded in the register of members of the Company by reference to separate designations entered in the register.
- (E) For the purposes of clauses 1 and 2 of this Scheme, each portion of a holding which is separately designated as aforesaid as at the Reorganisation Record Time shall be treated as though it were a separate holding held at the Reorganisation Record Time by a separate person.
- (F) InvestinMedia has agreed to appear by Counsel on the hearing of the petition to sanction this Scheme and to undertake to the Court to be bound thereby and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme.

THE SCHEME

PART I

1 SUBDIVISION AND RECLASSIFICATION OF AVESCO SHARES

- 1.1 At the Reorganisation Record Time, each Scheme Share shall be sub-divided into 140 ordinary shares of 10/140 pence each in the capital of the Company and such ordinary shares shall be reclassified into A Shares and B Shares carrying the rights attached thereto by the special resolution sub-dividing and reclassifying such shares.
- 1.2 The A Shares and the B Shares created by the sub-division and reclassification referred to in clause 1.1 above shall have the rights and be subject to the restrictions set out in the new article 6 set out below which shall replace the current article 6 in the Avesco Articles and, with effect from such sub-division and reclassification, the Avesco Articles shall be amended accordingly:

“SHARE CAPITAL

- (A) The authorised share capital of the Company is £2,600,000 divided into ordinary shares of 10 pence each (the “Ordinary Shares”), A ordinary shares of 10/140 pence each (the “A Shares”) and B ordinary shares of 10/140 pence each (the “B Shares”) and one deferred share of 10pence.
- (B) The A Shares and the B Shares shall rank equally with and have the same rights as those attaching to the Ordinary Shares, save that upon the scheme of arrangement dated 30 March 2007 between the Company and the holders of Scheme Shares, as defined in such scheme (in its form as at that date or with or subject to any modification, addition or condition agreed by the Company and InvestinMedia plc (“InvestinMedia”) and which the Court may approve or impose) (the “2007 Scheme”) becoming effective, each A Share shall confer upon the holder thereof the right to receive 1 pence in cash and each B Share shall confer upon the holder the right to receive 1 New InvestinMedia Share for every 202.2222157 B Shares in each case in accordance with and subject to the terms of the 2007 Scheme.”

2 PARTIAL CASH ALTERNATIVE

- 2.1 Elections made by Scheme Shareholders under the Partial Cash Alternative will not affect the entitlements of Scheme Shareholders who do not make any such election.
- 2.2 An election will only be accepted under the Partial Cash Alternative in respect of a whole number of Scheme Shares.
- 2.3 A holder of Scheme Shares may elect in respect of some or all of its Scheme Shares to receive cash (a “Cash Election”).
- 2.4 Subject to clause 2.5:
 - 2.4.1 if at the Reorganisation Record Time the total number of Scheme Shares in respect of which valid Cash Elections have been made is equal to or less than 5,207,018 Scheme Shares, each such Cash Election shall be satisfied in full; and
 - 2.4.2 to the extent that Cash Elections cannot be satisfied in full:
 - (a) each valid Cash Election made by a holder of Scheme Shares shall be satisfied in respect of Scheme Shares representing up to 25 per cent. of his or her holding of Scheme Shares immediately prior to the Reorganisation Record Time;
 - (b) to the extent not satisfied pursuant to sub-paragraph (a) above and to the extent additional cash is available, the number of Scheme Shares in respect of which a holder has made a valid Cash Election shall be scaled back *pro rata* (or as near thereto as the Company and InvestinMedia in their absolute discretion consider practicable) amongst all holders who have made valid Cash Elections exceeding 25 per cent. of their respective holdings of Scheme Shares; and

- (c) in respect of the balance of Scheme Shares held by each such holder, such Scheme Shareholder shall be deemed not to have made any election.
- 2.5 Each Cash Election shall be made by completion of a Form of Election in respect of Scheme Shares held in certificated form which shall be signed by the Scheme Shareholder or his duly authorised agent and in the case of joint holders by or on behalf of all such holders. The instructions, terms and provisions contained in or deemed to be incorporated in the Form of Election constitute part of the terms of this Scheme. To be effective the Form of Election must be completed and returned in accordance with the instructions printed thereon so as to arrive by not later than the Election Return Time at Capita Registrars at Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU. Forms of Election so completed and lodged shall, unless otherwise agreed by the Company and InvestinMedia, be irrevocable. Each Cash Election for Scheme Shares held in uncertificated form (that is, in CREST) is to be made by the sending of a TTE instruction in accordance with the instructions contained in Part II of the Scheme Document. To be effective, the TTE instruction must settle by not later than the Election Return Time. TTE instructions so received and settled shall, unless otherwise agreed by the Company and InvestinMedia, be irrevocable.
- 2.6 If a Form of Election is received after the Election Return Time or is received before such time but is not, or is deemed not to be, valid or complete in all respects at such time, then such election shall be void unless the Company and InvestinMedia, in their absolute discretion, elect to treat as valid in whole or in part any such election.
- 2.7 Subject always to clause 2.4, if a Scheme Shareholder has made a valid Cash Election in respect of all of his Scheme Shares by writing “ALL” in the appropriate box on a Form of Election in accordance with the instructions printed thereon, then:
- 2.7.1 the validity of the Cash Election shall not be affected by any alteration in the number of Scheme Shares held by the Scheme Shareholder at any time prior to the Reorganisation Record Time; and
- 2.7.2 accordingly, the Cash Election will apply in respect of all of the Scheme Shares which the Scheme Shareholder holds immediately prior to the Scheme Record Time.
- 2.8 Subject always to clause 2.4, if a Scheme Shareholder has made a valid Cash Election in respect of a specified number of his Scheme Shares:
- 2.8.1 if immediately prior to the Reorganisation Record Time the number of Scheme Shares held by the Scheme Shareholder is equal to or in excess of the number of Scheme Shares to which such election relates, then the validity of such election made by the Scheme Shareholder shall not be affected by any alteration in the number of Scheme Shares held by the Scheme Shareholder in the period prior to the Reorganisation Record Time; or
- 2.8.2 if immediately prior to the Reorganisation Record Time the number of Scheme Shares held by the Scheme Shareholder is less than the aggregate number of Scheme Shares to which such election relates, then the Cash Election made by the Scheme Shareholder shall be reduced so as to apply to all the Scheme Shares held by the Scheme Shareholder immediately prior to the Reorganisation Record Time.

PART II

3 CANCELLATION OF A SHARES AND B SHARES AND ISSUE OF NEW AVESCO SHARES

Following the reclassification referred to in clause 1 of the Scheme taking effect and the requisite entries having been made in the register of members of the Company:

- 3.1 The issued share capital of the Company shall be reduced by cancelling and extinguishing the A Shares and the B Shares.
- 3.2 Forthwith, and contingently upon the reduction of capital referred to in clause 3.1 taking effect:
 - 3.2.1 the authorised share capital of the Company shall be increased to its former amount by the creation of such New Avesco Shares as shall have an aggregate nominal value equal to the aggregate nominal value of the A Shares and the B Shares; and
 - 3.2.2 the reserve arising in the books of account of the Company as a result of the reduction of capital referred to in clause 3.1 shall be applied by the Company in paying up in full at par the New Avesco Shares created pursuant to clause 3.2.1 which shall be allotted and issued (free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever) credited as fully paid to InvestinMedia or its nominee(s).
- 3.3 With effect from the Effective Date the Avesco Articles shall be amended by the deletion of new article referred to in clause 1.2 above and its replacement with the following article 6:

“SHARE CAPITAL

6. (A) The authorised share capital of the Company is £2,600,000 divided into 25,999,999 ordinary shares of 10 pence each (the “Ordinary Shares”) and 1 deferred share of 10pence.”

4 CONSIDERATION FOR CANCELLATION OF A SHARES AND B SHARES AND ISSUE OF NEW AVESCO SHARES

- 4.1 In consideration of the cancellation of the A Shares pursuant to clause 3.1 and the issue of New Avesco Shares to InvestinMedia pursuant to clause 3.2, InvestinMedia will forthwith and contingently upon the reduction of capital referred to in clause 3.1 and the issue of the New Avesco Shares referred to in clause 3.2 taking effect, pay to or for the account of each holder of A Shares 1 pence in cash for each A Share held by such holder immediately following the sub-division and reclassification of Avesco Shares under Part I of this Scheme.
- 4.2 In consideration of the cancellation of the B Shares pursuant to clause 3.1 and the issue of New Avesco Shares to InvestinMedia pursuant to clause 3.2, InvestinMedia will forthwith and contingently upon the reduction of capital referred to in clause 3.1 and the issue of the New Avesco Shares referred to in clause 3.2 taking effect and subject to clauses 6 and 7, allot and issue to the holders of B Shares 1 New InvestinMedia Share for every 202.2222157 B Shares held by such holder immediately following the sub-division and reclassification of Avesco Shares under Part I of this Scheme.
- 4.3 The New InvestinMedia Shares issued pursuant to clause 4.2 shall be issued credited as fully paid and free from all liens, charges, encumbrances and, (subject to the Articles of Association of InvestinMedia) rights of pre-emption and other third party rights of any nature whatsoever and shall rank *pari passu* in all respects with all other InvestinMedia ordinary shares in issue on the Effective Date including the right to receive all dividends, distributions and other entitlements made or paid or declared thereon by reference to a record date after the Effective Date.

5 SETTLEMENT OF CONSIDERATION

- 5.1 On the Effective Date, InvestinMedia shall make all such allotments of and shall issue such New InvestinMedia Shares as are required to be issued and pay the cash sums required to be paid to give effect to this Scheme to the persons respectively entitled thereto, such consideration to be settled as set out in clauses 5.2 and 5.3.
- 5.2 Settlement of the consideration to be satisfied by the issue of New InvestinMedia Shares shall be effected as follows:
- 5.2.1 in the case of Scheme Shares which at the Reorganisation Record Time are in certificated form, the New InvestinMedia Shares to which the relevant holder is entitled shall be issued in certificated form and definitive share certificates for those New InvestinMedia Shares shall be issued to the relevant holder within 14 days of the Effective Date; or
- 5.2.2 in the case of Scheme Shares which at the Reorganisation Record Time are in uncertificated form, the New InvestinMedia Shares to which the relevant holder is entitled shall be issued in uncertificated form through CREST. InvestinMedia shall procure that CRESTCo is instructed to credit the appropriate stock account in CREST of the relevant holder with such relevant holder's entitlement to such New InvestinMedia Shares at the commencement of dealings in the New InvestinMedia Shares, provided that InvestinMedia may (if, for any reason, it wishes to do so) settle all or part of such consideration in the manner referred to in clause 5.2.1.
- 5.3 Settlement of the cash consideration shall be effected as follows:
- 5.3.1 in the case of Scheme Shares which at the Reorganisation Record Time are in certificated form, InvestinMedia shall despatch or procure the despatch to each of the relevant holders, or as they may direct, in accordance with the provisions of clause 5.4 of cheques for the sums payable to them respectively in accordance with clause 4; or
- 5.3.2 in the case of Scheme Shares which at the Reorganisation Record Time are in uncertificated form, shall procure the making of a CREST payment in favour of the relevant holder's payment bank in accordance with the CREST payment arrangements in respect of the cash consideration due to the relevant holder, provided that InvestinMedia may (if, for any reason, it wishes to do so) make payment of the said sums by cheque as aforesaid;
- in each case, within 14 days of the Effective Date.
- 5.4 All deliveries of notices, certificates and/or cheques required to be made pursuant to this Scheme shall be made by sending the same by first-class post in prepaid envelopes addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of Avesco at the Reorganisation Record Time (or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in the said register in respect of such joint holding at such time) or in accordance with any special instructions regarding communications, and none of Avesco, InvestinMedia, the Receiving Agent or the nominee referred to in clauses 6 and 7 shall be responsible for any loss or delay in the transmission of any notice, certificate, cheque or payment sent in accordance with this sub-clause, which shall be sent at the risk of the persons entitled thereto.
- 5.5 All cheques shall be in pounds sterling drawn on a UK clearing bank and shall be made payable to the holder or, in the case of joint holders, jointly to such shareholders in the register of members of Avesco in respect of such joint holding at the Scheme Record Time and the encashment of any such cheque or the making of any CREST payment as is referred to in clause 5.3.2 shall be a complete discharge for the obligation to pay the moneys represented thereby.
- 5.6 The trustees of the Avesco Employee Trust will receive the consideration pursuant to Avesco Shares acquired from Avesco LTIP awardholders as agent of the awardholders and will distribute the consideration in accordance with the terms of the Avesco LTIP and the proposals being made to awardholders.
- 5.7 The provisions of this clause 5 shall be subject to any condition or prohibition imposed by law.

6 FRACTIONAL ENTITLEMENTS

- 6.1 The aggregate number of New InvestinMedia Shares to which a Scheme Shareholder is entitled under clause 4 shall in each case, be rounded down to the nearest whole number.
- 6.2 No fraction of a New InvestinMedia Share shall be allotted to any Scheme Shareholder, but all fractions of New InvestinMedia Shares to which Scheme Shareholders would otherwise have been entitled shall be aggregated and the aggregate of such fractions (rounded down to the nearest whole share) shall be allotted and issued to a person appointed by the Company as nominee for such Scheme Shareholder on terms that the nominee shall be authorised to procure that such New InvestinMedia Shares shall as soon as possible after the Effective Date be sold on behalf of the relevant Scheme Shareholders and the net proceeds of such sale shall be retained for the benefit of the InvestinMedia as enlarged by the acquisition of the Company.

7 OVERSEAS SHAREHOLDERS

- 7.1 The provisions of clauses 2, 4 and 5 shall be subject to any prohibition or condition imposed by law. If in the case of any Scheme Shareholder the law of a country or territory outside the United Kingdom precludes or precludes except after compliance by the Company or InvestinMedia (as the case may be) with any governmental or other consent or any registration, filing or other formality with which the Company or InvestinMedia (as the case may be) is unable to comply or which the Company or InvestinMedia (as the case may be) in its absolute discretion regards as unduly onerous in relation to:

7.1.1 the delivery to it of New InvestinMedia Shares under clause 4; or

7.1.2 the provision to it of the right to make a Cash Election pursuant to clause 2,

then:

- (a) in the case of clause 7.1.1 above InvestinMedia may in its sole discretion determine that the New InvestinMedia Shares to which such Scheme Shareholder is entitled shall be instead be allotted and issued to a person appointed by InvestinMedia as nominee for such Scheme Shareholder and such shares be sold on his behalf by the nominee as soon as practicable after the Effective Date at the best price which can be reasonably obtained at the time of sale, and the net proceeds of such sale after deduction of all expenses and commission, including any amount in respect of value added tax payable thereon be delivered by cheque to such Scheme Shareholder. To give effect to any such sale, the nominee referred to in this clause 7 shall be authorised as attorney on behalf of the holder concerned to execute and deliver as transferor an instrument or instruction of transfer and to give such instructions and to do all other things which he may consider necessary to effect such sale. In the absence of bad faith or wilful default, none of the Company, InvestinMedia, the nominee nor any broker or agent of any of them shall have any liability for any loss arising as a result of the timing or terms of any such sale; and
- (b) in the case of clause 7.1.2 above, no Cash Election made by such Scheme Shareholder shall be of any effect and the omission to send a Form of Election to such Scheme Shareholder shall not constitute a breach by the Company or InvestinMedia (as the case may be) of any of their respective obligations under this Scheme.

8 CERTIFICATES IN RESPECT OF SCHEME SHARES

- 8.1 With effect from the Effective Date:

8.1.1 all certificates representing Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and every holder thereof shall be bound at the request of the Company to deliver up such certificate(s) for cancellation to the Company or as it may direct; and

8.1.2 CRESTCo shall be instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form.

8.2 No certificates in respect of A Shares or B Shares shall be issued by the Company in respect of the issue of any such shares pursuant to clause 1 of this Scheme.

9 EFFECTIVE TIME

9.1 Part I of this Scheme shall become effective as soon as an office copy of the First Court Order shall have been delivered to the Registrar of Companies for registration. Part II of this Scheme shall become effective as soon as an office copy of the Second Court Order shall have been duly delivered by the Company to the Registrar of Companies for registration and registered by the Registrar of Companies.

9.2 Unless Part II of this Scheme shall become effective on or before 31 July 2007 or such later date, if any, as the Company and InvestinMedia may agree and the Court may allow, this Scheme shall never become effective.

10 GENERAL

10.1 All mandates relating to the payment of dividends on Avesco Shares and other instructions given to Avesco by Scheme Shareholders in force at the Reorganisation Record Time relating to holdings of Avesco Shares will, unless and until amended or revoked, be deemed as from the Effective Date to be an effective mandate or instruction to InvestinMedia in respect of the corresponding New InvestinMedia Shares.

11 MODIFICATION

11.1 The Company and InvestinMedia may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition which the Court may approve or impose.

30 March 2007

PART IV

CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME

AND THE TRANSACTION

The Transaction will be conditional upon the Scheme becoming unconditional and Effective by 31 July 2007 or such later date as InvestinMedia and Avesco may agree and (if required) the Court may allow.

Conditions of the Transaction

1. The Scheme will be subject to the following conditions:
 - a) its approval by a majority in number representing not less than three-fourths in value of the holders of Avesco Shares who are on the register of members of Avesco at the Voting Record Time, present and voting, whether in person or by proxy, at the Court Meeting (or any adjournment thereof);
 - b) the resolutions required to implement the Scheme being passed at the Avesco Extraordinary General Meeting (or any adjournment thereof); and
 - c) the sanction (with or without modification (but subject to such modification being acceptable to InvestinMedia and Avesco)) of the Scheme and the confirmation of the Capital Reduction by the Court, office copies of the Court Orders and of the Minute being delivered for registration to the Registrar of Companies and registration of the Second Court Order confirming the Capital Reduction with the Registrar of Companies.
2. The Transaction will be conditional upon the passing at the InvestinMedia Extraordinary General Meeting (or any adjournment thereof) of such resolution or resolutions as are necessary to approve, implement and effect the Transaction and the acquisition of Avesco Shares pursuant to the Transaction or otherwise (as such resolutions may be set out in the InvestinMedia Shareholder Circular, including a resolution or resolutions to increase the share capital of InvestinMedia and authorise the creation and allotment of the New InvestinMedia Shares).
3. Avesco and InvestinMedia have agreed that, subject to the provisions of paragraph 5 below and the requirements of the Panel in accordance with the City Code, the Scheme will also be conditional upon, and accordingly the necessary actions to make the Transaction Effective will only be taken on, the satisfaction or, where relevant, waiver of the following Conditions:
 - a) the Admission to trading on AIM of the New InvestinMedia Shares to be issued in connection with the Transaction becoming effective in accordance with the AIM Rules and admission of such shares to trading becoming effective in accordance with the Admission and Disclosure Standards made by the London Stock Exchange from time to time or, if InvestinMedia and Avesco so determine and subject to the consent of the Panel, the London Stock Exchange agreeing to admit such shares to trading on AIM subject only to (i) the allotment of such shares and/or (ii) the Transaction becoming Effective;
 - b) except as (i) publicly announced in accordance with the AIM Rules by InvestinMedia or Avesco prior to 29 March 2007, (ii) disclosed in the annual report and accounts of Avesco for the financial year ended 31 March 2006 or the interim results of Avesco for the six months ended 30 September 2006, or (iii) disclosed in the annual report and accounts of InvestinMedia for the financial year ended 30 September 2006, there being no provision of any agreement, authorisation, arrangement, lease, licence, permit or other instrument to which any member of the InvestinMedia Group or Avesco Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, which in consequence of the Transaction or the proposed acquisition of any shares or other securities in Avesco by the InvestinMedia Group or because of a change in the control or management

of InvestinMedia or Avesco or otherwise, would or might reasonably be expected to result (in each case to an extent which is material in the context of the Avesco Group or InvestinMedia Group) in:

- (i) any moneys borrowed by or any other indebtedness (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow moneys or incur any indebtedness being withdrawn, prohibited or inhibited or being capable of becoming or being withdrawn, prohibited or inhibited;
 - (ii) any such agreement, authorisation, arrangement, lease, licence, permit or other instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or modified or affected or any obligation or liability arising or any action being taken thereunder;
 - (iii) any assets or interests of any such member being or falling to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest could be required to be disposed of or charged otherwise than in the ordinary course of business;
 - (iv) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any such member or any such mortgage, charge or other security interest becoming enforceable or being enforced;
 - (v) the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, company, firm or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;
 - (vi) the value of any such member or its financial or trading position being prejudiced or adversely affected;
 - (vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or
 - (viii) the creation or assumption of any liability, actual or contingent, by any such member and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the InvestinMedia Group or Avesco Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would result in or would reasonably be expected to result in any of the events or circumstances as are referred to in subparagraphs (i) to (viii) of this paragraph 3(b) (in each case to an extent which is material in the context of InvestinMedia or Avesco);
- c) no government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution or any other body or person whatsoever in any jurisdiction (each a 'Third Party') having decided or given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or having required any action to be taken or otherwise or enacted made or proposed and there not continuing to be outstanding any statute, regulation, decision or order, or having taken any other steps which would or would reasonably be expected to (in each case to an extent which is material in the context of InvestinMedia or Avesco):
- (i) require, prevent or delay the divestiture, or alter the terms envisaged for any proposed divestiture by any member of the InvestinMedia Group or any member of the Avesco Group of all or any portion of their respective businesses, assets or property or impose any material limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own or manage any of their respective assets or properties or any material part thereof;

- (ii) require, prevent or delay the divestiture by any member of InvestinMedia of any shares or other securities in Avesco;
- (iii) impose any limitation on, or result in a delay in, the ability of any member of the InvestinMedia Group or the Avesco Group directly or indirectly to acquire or to hold or to exercise effectively any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of Avesco or InvestinMedia or to exercise management control over any such member;
- (iv) otherwise adversely affect the business, assets, liabilities, prospects or profits of any member of the InvestinMedia Group or of any member of the Avesco Group;
- (v) make the Transaction or its implementation or the acquisition or proposed acquisition by InvestinMedia or any member of the InvestinMedia Group of all or any shares or other securities in, or control of, Avesco void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, challenge, delay or otherwise materially interfere with the same, or impose additional conditions or obligations with respect thereto, or otherwise challenge or materially interfere therewith;
- (vi) save pursuant to the Transaction or Part XIII A of the Companies Act, require any member of the InvestinMedia Group or Avesco Group to offer to acquire any shares or other securities (or the equivalent) or interest in or asset owned by any member of the Avesco Group or the InvestinMedia Group owned by any third party; or
- (vii) result in any member of the InvestinMedia Group or the Avesco Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods during which any such Third Party could decide to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or enact any such statute, regulation, order or decision or take any other step under the laws of any jurisdiction in respect of the Transaction or the acquisition or proposed acquisition of any Avesco Shares having expired, lapsed or been terminated;

- d) all necessary filings or applications having been made in connection with the Transaction and all appropriate waiting periods (including extensions thereof) in respect of the Transaction or its implementation under any applicable legislation or regulations of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Transaction or the acquisition by any member of InvestinMedia of any shares or other securities in, or control of, Avesco and all authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals (collectively 'Consents') reasonably deemed necessary for or in respect of, the Transaction or the proposed acquisition of any shares or other securities in, or control of, Avesco by any member of InvestinMedia having been obtained in terms and in a form reasonably satisfactory to InvestinMedia and Avesco from all appropriate Third Parties or persons with whom any member of the InvestinMedia Group or the Avesco Group has entered into contractual arrangements, and all such Consents together with all material Consents reasonably necessary to carry on the business of any member of the InvestinMedia Group or the Avesco Group remaining in full force and effect and all filings necessary for such purpose having been made and there being no notice or intimation of any intention to revoke, withdraw, suspend, restrict, withhold or modify or not to grant or renew any of the same at the time at which the Transaction otherwise becomes Effective;
- e) except as (i) publicly announced in accordance with the AIM Rules by InvestinMedia or Avesco prior to 29 March 2007, (ii) disclosed in the annual report and accounts of Avesco for the financial year ended 31 March 2006 or the interim accounts for the six months to 30 September 2006 (iii) disclosed in the annual report and accounts of InvestinMedia for the financial year ended 30 September 2006, or (iv) fairly disclosed by or on behalf of

InvestinMedia or Avesco to the other prior to 29 March 2007, no member of the Avesco Group having, since 31 March 2006, and no member of the InvestinMedia Group having, since 30 September 2006:

- (i) save as between InvestinMedia and wholly-owned subsidiaries of InvestinMedia, or as between Avesco and wholly-owned subsidiaries of Avesco, or for InvestinMedia Shares issued pursuant to the exercise of options granted under the InvestinMedia Share Schemes or the vesting of awards pursuant to the Avesco LTIP issued or agreed to issue, authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class;
- (ii) save as between InvestinMedia and wholly-owned subsidiaries of InvestinMedia, or as between Avesco and wholly-owned subsidiaries of Avesco, or for the grant of options under the InvestinMedia Share Schemes or the vesting of awards pursuant to the Avesco LTIP, issued or agreed to issue, authorised or proposed or announced its intention to authorise or propose the issue of securities convertible or exchangeable into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
- (iii) other than to another member of the InvestinMedia Group or the Avesco Group recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution whether payable in cash or otherwise;
- (iv) save pursuant to the Transaction and save for intra-InvestinMedia Group or intra-Avesco Group transactions, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest which, in any case, is not in the ordinary course of business and is material in the context of InvestinMedia or Avesco;
- (v) save for intra-InvestinMedia Group or intra-Avesco Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital;
- (vi) issued, authorised or proposed the issue of or announced an intention to authorise or propose the issue of or made any change in or to the terms of any debentures or (save for intra-InvestinMedia Group or intra-Avesco Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any guarantee or contingent liability, which in any case is material in the context of InvestinMedia or Avesco;
- (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital or proposed to do so;
- (viii) entered into, implemented, effected, varied or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement which, in any case, is not in the ordinary course of business and is material in the context of InvestinMedia or Avesco;
- (ix) entered into or varied or terminated or authorised, proposed or announced its intention to enter into or vary or terminate any contract, arrangement, agreement transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which is or would be reasonably likely to be materially restrictive on the businesses of Avesco or InvestinMedia or which involves or could involve an obligation of such a nature or

magnitude or which is other than in the ordinary course of business, and in each such case is or would be reasonably likely to be material in the context of Avesco or InvestinMedia;

- (x) (other than in respect of a member which is dormant and was solvent at the relevant time) taken or proposed any corporate action or had any legal proceedings started or threatened against it for its winding-up (voluntary or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed;
 - (xi) been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease to carry on all or a substantial part of its business;
 - (xii) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Avesco Group or the InvestinMedia Group other than to a nature and extent which is normal in the context of the business concerned, to an extent which is or would be reasonably likely to be material in the context of Avesco or InvestinMedia;
 - (xiii) waived or compromised or settled any claim otherwise than in the ordinary course of business and in any case which is or would be reasonably likely to be material in the context of InvestinMedia or Avesco;
 - (xiv) entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or to propose to, effect any of the transactions, matters or events referred to in this condition;
 - (xv) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of, any contract, service agreement or arrangement with any director or senior executive of any member of the InvestinMedia Group or the Avesco Group;
 - (xvi) save as contemplated under the terms of the Transaction, proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed in the InvestinMedia Group or the Avesco Group which are material in the context of InvestinMedia or Avesco; or
 - (xvii) save as contemplated under the terms of the Transaction, made any material alteration to its memorandum or articles of association or other constitutional documents;
- f) since 30 September 2006 save as disclosed in the accounts for the financial year ended on 31 March 2006 or the interim results for the six month period ended 30 September 2006 in the case of Avesco or the accounts for the financial year ended 30 September 2006 in the case of InvestinMedia and save as publicly announced in accordance with the AIM Rules by InvestinMedia or Avesco prior to 29 March 2007 or as fairly disclosed by or on behalf of InvestinMedia or Avesco to the other prior to 29 March 2007:
- (i) no material adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects of InvestinMedia or Avesco;
 - (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the InvestinMedia Group or the Avesco Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no investigation by any Third Party against or in respect of any member of InvestinMedia or Avesco having been instituted, announced or threatened by or against or remaining outstanding in

respect of any member of InvestinMedia or Avesco which in any such case would have or would reasonably be expected to have a material adverse effect on InvestinMedia or Avesco;

- (iii) no contingent or other liability having arisen which would have or would reasonably be expected to have a material adverse effect on InvestinMedia or Avesco;
 - (iv) no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of InvestinMedia or Avesco which is necessary for the proper carrying on of its business and the absence, termination or modification of which in any case would have or would reasonably be expected to have a material adverse effect on InvestinMedia or Avesco;
- g) save as (i) publicly announced in accordance with the AIM Rules by InvestinMedia or Avesco prior to 29 March 2007, (ii) disclosed in the annual report and accounts of Avesco for the financial year ended 31 March 2006 or the interim accounts for the six month period ended 30 September 2006, or (iii) disclosed in the annual report and accounts of InvestinMedia for the financial year ended 30 September 2006, InvestinMedia not having discovered in relation to Avesco and Avesco not having discovered in relation to InvestinMedia:
- i) that any financial, business or other information concerning InvestinMedia or Avesco as contained in the information publicly disclosed or disclosed to InvestinMedia at any time by or on behalf of any member of the Avesco Group, or to Avesco at any time by or on behalf of any member of the InvestinMedia Group, is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not materially misleading; or
 - ii) that any member of the InvestinMedia Group or the Avesco Group is subject to any liability (contingent or otherwise which is material in the context of InvestinMedia or the Avesco) which is not disclosed in the annual report and accounts of Avesco for the year ended 31 March 2006 or the interim accounts for the six months ended 30 September 2006 or the annual report and accounts of InvestinMedia for the year ended 30 September 2006; and
- h) InvestinMedia not having discovered in relation to Avesco and Avesco not having discovered in relation to InvestinMedia that:
- i) any past or present member of the InvestinMedia Group or the Avesco Group has failed to comply with any and/or all applicable legislation or regulation, of any jurisdiction with regard to the disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health or animal health or otherwise relating to environmental matters, or that there has otherwise been any such disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which disposal, spillage, release, discharge, leak or emission would be likely to give rise to any liability (actual or contingent) on the part of any member of the InvestinMedia Group or the Avesco Group and which is material in the context of InvestinMedia or Avesco; or
 - ii) there is, or is likely to be, for that or any other reason whatsoever, any liability (actual or contingent) of any past or present member of InvestinMedia or Avesco to make good, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the InvestinMedia Group or the Avesco Group under any environmental legislation, regulation, notice, circular or order of any government,

governmental, quasi-governmental, state or local government, supranational, statutory or other regulatory body, agency, court, association or any other person or body in any jurisdiction and which is material in the context of InvestinMedia or Avesco.

- i) Avesco receiving a confirmation from InvestinMedia as at the close of business or the business day immediately preceding the Court Hearing that no less than £15 million of cash resources are held by InvestinMedia at that time.
4. For the purposes of these conditions the 'Avesco Group' means Avesco and its subsidiary undertakings, associated undertakings and any other undertaking in which Avesco and/or such undertakings (aggregating their interests) have a significant interest and the 'InvestinMedia Group' means InvestinMedia and its subsidiary undertakings, associated undertakings and any other undertaking in which InvestinMedia and/or such undertakings (aggregating their interests) have a significant interest and for these purposes 'subsidiary undertaking', 'associated undertaking' and 'undertaking' have the meanings given by the Companies Act, other than paragraph 20(1)(b) of Schedule 4A to that Act which shall be excluded for this purpose, and 'significant interest' means a direct or indirect interest in ten per cent. or more of the equity share capital (as defined in that Act).
5. Subject to the requirements of the Panel in accordance with the City Code:
 - a) InvestinMedia reserves the right to waive, in whole or in part, all or any of the above conditions, except conditions 1, 2, 3(b) and 3(i), so far as they relate to Avesco, or any part thereof; and
 - b) Avesco reserves the right to waive, in whole or in part, all or any of the above conditions, except conditions 1, 2 and 3(b), so far as they relate to InvestinMedia, or any part thereof.
6. If InvestinMedia is required by the Panel to make an offer for Avesco Shares under the provisions of Rule 9 of the Code, InvestinMedia may make such alterations to any of the above conditions as are necessary to comply with the provisions of that Rule.
7. InvestinMedia reserves the right to implement the Transaction by way of a takeover offer as defined in section 428 of the Companies Act. In such event, the Transaction will be implemented on the same terms (subject to appropriate amendments including (without limitation) an acceptance condition set at 90 per cent. of the shares to which the Transaction relates or such other percentage as may be required by the Panel), so far as applicable, as those which would apply to the implementation of the Transaction by means of the Scheme.
8. The Transaction will be governed by English law and be subject to the jurisdiction of the English courts, to the conditions set out in this announcement and in the formal Scheme Document.

PART V

UNITED KINGDOM TAXATION

1 Introduction

The following comments are intended as a general guide only and are based on current United Kingdom legislation and Inland Revenue practice as at the date of this document. Except where the position of non-United Kingdom resident shareholders is expressly referred to, these comments deal only with the position of Avesco Shareholders who are resident in the United Kingdom for taxation purposes, who are the beneficial owners of their Avesco Shares, A Shares and B Shares and who hold such shares as an investment. They do not deal with the position of certain classes of shareholders, such as dealers in securities and persons who have (or who are deemed to have) acquired their Avesco Shares, A Shares or B Shares by virtue of an office or employment.

Special considerations apply to Avesco Shareholders who have acquired or acquire their Avesco Shares under the Avesco LTIP.

Certain categories of person are not liable to United Kingdom stamp duty and stamp duty reserve tax (“SDRT”) and others may be liable at a higher rate or may, although not primarily liable for the tax, be required to notify and account for it under the Stamp Duty Reserve Tax Regulations 1986. Special rules apply to certain sale and repurchase and stock borrowing arrangements. The statements below made with respect to stamp duty and SDRT do not apply (i) to persons such as market makers, brokers, intermediaries and persons (or nominees or agents for persons) who issue depositary receipts or operate clearance services, to whom special rules apply, or (ii) as regards transfers to and by the persons mentioned in (i).

Any Shareholder who has any doubt about his own taxation position or who is subject to taxation in any jurisdiction other than the United Kingdom is strongly recommended to consult his or her independent professional adviser immediately.

2 United Kingdom taxation consequences of the Scheme

(a) *The Share Capital Reorganisation*

Liability to United Kingdom taxation in respect of chargeable gains arising on the Share Capital Reorganisation becoming effective should depend upon the individual circumstances of Shareholders.

The Share Capital Reorganisation should constitute a reorganisation of the share capital of Avesco within the meaning of section 126 of the Taxation of Chargeable Gains Act 1992 (“TCGA”). As a result of the application of section 127 TCGA, Shareholders should not, under the Share Capital Reorganisation, be treated as making a disposal or part disposal for United Kingdom taxation purposes to the extent that they receive A Shares and/or B Shares as a result of the Share Capital Reorganisation. Any gain or loss which would otherwise have accrued on the disposal of a Shareholder’s Ordinary Shares should be “rolled-over” into his A Shares and/or B Shares and such A Shares and/or B Shares should be treated as the same asset as his Ordinary Shares.

The receipt of A Shares and/or B Shares should not in itself be treated as giving rise to income for Shareholders for United Kingdom taxation purposes.

(b) *The Capital Reduction – receipt of New InvestinMedia Shares*

The Capital Reduction should constitute a scheme of reconstruction of Avesco within the meaning of Schedule 5AA TCGA. As a result of the application of section 136 TCGA, a Shareholder who, together with persons connected with him, does not hold more than 5 per cent. of, or of any class of, shares in or debentures of Avesco, should not, as a result of the Capital Reduction, be treated as making a disposal or part disposal of Avesco Shares for United Kingdom taxation purposes to the extent that they receive New InvestinMedia Shares as a result of the Capital Reduction. Any

gain or loss which would otherwise have accrued on the disposal of a Shareholder's Avesco Shares should be "rolled-over" into his New InvestinMedia Shares and such New InvestinMedia Shares should be treated as the same asset as his Avesco Shares.

Any Shareholder who, together with persons connected with him, holds more than 5 per cent. of, or of any class of, shares in or debentures of Avesco is advised that clearance under section 138 TCGA has been obtained from HM Revenue & Customs in respect of the Capital Reduction. On the basis of this clearance, any such Shareholder should be treated in the manner described above in this sub-paragraph (b).

The receipt of New InvestinMedia Shares should not in itself be treated as giving rise to income for Shareholders for United Kingdom taxation purposes.

(c) ***The Capital Reduction – the Partial Cash Alternative***

For the purposes of United Kingdom taxation of chargeable gains, the cancellation of the A Shares pursuant to the Capital Reduction should be treated as a disposal, or part disposal, of the Avesco Shares of any Shareholder who elects for the Partial Cash Alternative. This may, depending upon that Shareholder's personal circumstances (including the availability of exemptions or allowable losses), give rise to a chargeable gain or allowable loss. In order to calculate any such gain or loss on such a part disposal, the base cost of the A Shares should be taken as a proportion of the Shareholder's base cost in the Ordinary Shares held by that Shareholder immediately before the Share Capital Reorganisation, with such apportionment being determined by reference to the market value of the holding at the time of disposal.

United Kingdom exempt pension funds should not generally be subject to taxation on any chargeable gain realised.

Shareholders who are not resident or ordinarily resident in the United Kingdom (and who do not carry on business in the United Kingdom through a branch or agency to which the A Shares are attributable) should generally not be subject to taxation on any chargeable gain realised. Shareholders who are resident outside the United Kingdom should consult their own independent professional adviser on the possible application of the taxation laws in their country of residence.

If any Shareholder receives New InvestinMedia Shares as well as cash consideration and the amount of cash received is small in comparison with the value of that Shareholder's Avesco Shares, that Shareholder should not be treated as having disposed of the Avesco Shares in respect of which the cash was received. Instead the cash should be treated as a deduction from the base cost of that Shareholder's Avesco Shares. Under the current practice of HM Revenue & Customs, any cash payment of £3,000 or less or which is 5 per cent. or less of the market value of the Avesco Shares held by the Shareholder should generally be treated as small for these purposes.

The payment of 1 pence to Shareholders in respect of the cancellation of each A Share pursuant to the Capital Reduction should not be treated as an income distribution and, therefore, should not be subject to income tax treatment in the hands of such Shareholders and will carry no tax credit.

3 Dividends on New InvestinMedia Shares

Under current United Kingdom taxation legislation, no amounts in respect of taxation should be withheld at source from any dividends paid by InvestinMedia on the New InvestinMedia Shares.

Where InvestinMedia pays a dividend, a holder of new InvestinMedia Shares who is an individual resident (for taxation purposes) in the United Kingdom and who receives that dividend should be entitled to a tax credit equal to one-ninth of the dividend. The individual should be taxable on the aggregate of the dividend and the related tax credit, which should be regarded as the top slice of the individual's income. The tax credit should, however, be treated as discharging the individual's liability to income tax in respect of the dividend, unless and except to the extent that the dividend and the related tax credit fall above the threshold for the higher rate of income tax, in which case the individual should, to that extent, pay tax on the aggregate of the dividend and the related tax credit of an amount determined by applying the "Schedule F upper rate", which is 32.5 per cent., to the aggregate of the

dividend and the tax credit and then deducting the tax credit from that sum. So, for example, a dividend of £80 should carry a tax credit of £8.89 (one-ninth of £80) and to the extent that the aggregate of the dividend and the related tax credit falls above the threshold for the higher rate of income tax, the income tax payable on the dividend by an individual liable to income tax at the higher rate should be 32.5 per cent. of £88.89 (i.e., dividend of £80 plus tax credit of £8.89), namely, £28.89, less the tax credit of £8.89, leaving a net taxation charge of £20. There will be no payment of the tax credit or any part of it to an individual whose liability to income tax on the dividend and the related tax credit is less than the tax credit.

United Kingdom resident Shareholders who are not liable to United Kingdom income tax or corporation tax on dividends received by them on the New InvestinMedia Shares, including pension funds and charities, will not be entitled to claim a refund of all or part of the tax credit in respect of those dividends.

Subject to certain exceptions, a corporate holder of New InvestinMedia Shares that is resident for taxation purposes in the United Kingdom and that receives a dividend paid by InvestinMedia should not be taxable on the receipt of the dividend but will not be entitled to the payment of any tax credit with respect to the dividend.

A non-United Kingdom resident holder of New InvestinMedia Shares may be subject to foreign taxation on dividend income in its country of residence. Whether a non-United Kingdom resident holder of New InvestinMedia Shares is entitled to a tax credit in respect of dividends paid by InvestinMedia and to claim credit for any part of that tax credit should depend upon the provisions of any double taxation convention or agreement which may exist between that shareholder's country of residence and the United Kingdom.

4 Chargeable Gains on New InvestinMedia Shares

For the purposes of United Kingdom taxation on chargeable gains, a disposal of New InvestinMedia Shares by a holder of New InvestinMedia Shares resident (or ordinarily resident) for taxation purposes in the United Kingdom or a holder of New InvestinMedia Shares that carries on a trade, profession or vocation in the United Kingdom through a branch or agency and has used, held or acquired the New InvestinMedia Shares for the purposes of such trade, profession or vocation or such branch or agency may, depending on the holder's circumstances, give rise to a chargeable gain or allowable loss.

5 Stamp duty and stamp duty reserve tax ("SDRT")

No liability to stamp duty or SDRT should generally arise on the Share Capital Reorganisation, the cancellation of the Avesco Shares, the issue of the New Avesco Shares or issue of the New InvestinMedia Shares pursuant to the Scheme.

Any subsequent conveyance or transfer on sale of New InvestinMedia Shares will usually be subject to stamp duty, normally at the rate of 0.5 per cent. (rounded up if necessary to the nearest multiple of £5) of the amount or value of the consideration paid. A charge to SDRT at the rate of 0.5 per cent. of the amount or value of the consideration paid for the New InvestinMedia Shares will arise in relation to an unconditional agreement to transfer New InvestinMedia Shares. However, if within six years of the date of the agreement (or, if the agreement was conditional, the date the agreement became unconditional) an instrument of transfer is executed pursuant to the agreement and that instrument is duly stamped, the stamp duty should normally cancel, or give rise to a repayment in respect of, the SDRT liability. SDRT is normally the liability of the purchaser.

There should be no stamp duty or SDRT on a transfer of New InvestinMedia Shares into CREST where such a transfer is made for no consideration. A transfer of New InvestinMedia Shares effected on a paperless basis through CREST will generally be subject to SDRT at the rate of 0.5 per cent. of the amount or value of the consideration payable. CREST is obliged to collect SDRT on relevant transactions settled within the system.

Where New InvestinMedia Shares are issued or transferred to issuers of depositary receipts or providers of clearance services (or their nominees or agents) stamp duty or SDRT (as appropriate) may be payable (in the case of stamp duty) at the higher rate of 1.5 per cent. (rounded up if necessary to the nearest multiple of £5) of the amount or value of the consideration provided or (in the case of SDRT) at the higher rate of 1.5 per cent. of the amount or value of the consideration payable (if in money's worth) or in any other case the open market value of the New InvestinMedia Shares. Clearance services may opt, under certain circumstances, for the normal rates of SDRT to apply to a transfer of shares into, and to transactions within, the service instead of the higher rate applying to an issue or transfer of shares into the clearance service.

6 Section 703 Income and Corporation Taxes Act 1988 (“ICTA”)

There is an anti-avoidance provision, section 703 ICTA, which HM Revenue & Customs may apply where they have reason to believe generally that a person obtains a tax advantage in consequence of a “transaction in securities”. Clearance under section 707 ICTA has been obtained from HM Revenue & Customs stating that the provisions of section 703 ICTA should not be applied to the transactions comprising the Scheme.

PART VI

ADDITIONAL INFORMATION

1 Responsibility for Information

- (a) The directors of Avesco, whose names are set out in paragraph 2(a) below, accept responsibility for the information contained in this document except for information for which responsibility is taken by the InvestinMedia Directors and except for the recommendation by the Independent Directors to Avesco Shareholders to vote in favour of the Proposals, for which responsibility is taken by the Independent Directors. To the best of the knowledge and belief of the Directors and, as the case may be, the Independent Directors (who have taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (b) The directors of InvestinMedia, whose names are set out in paragraph 2(b) below, accept responsibility for the information contained in this document (other than the information relating to the Avesco Group, the directors of Avesco and their connected persons). To the best of the knowledge and belief of the directors of InvestinMedia (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2 Directors

- (a) The directors of Avesco, whose registered office is at Unit E2, Sussex Manor Business Park, Gatwick Road, Crawley RH10 9NH are:

Ian Martin	<i>(Chairman)</i>
David Nicholson	<i>(Chief Executive)</i>
John Christmas	<i>(Finance Director)</i>
Graham Andrews	<i>(Executive Director)</i>
David Crump	<i>(Executive Director)</i>
Nicholas Conn	<i>(Executive Director)</i>
Richard Murray ⁽¹⁾	<i>(Non Executive Director)</i>
Michael Gibbins	<i>(Non Executive Director)</i>
Laurence Blackall	<i>(Non Executive Director)</i>

- (b) The directors of InvestinMedia, whose registered office is at 36 Elder Street, London E1 6BT are:

Richard Murray ⁽¹⁾	<i>(Non-executive Chairman)</i>
Cameron Maxwell	<i>(Chief Executive)</i>
Alfred Stirling	<i>(Non-executive Director)</i>

- (1) Mr Murray's full surname is Murray-Obodynski but he is referred to in this document by the name under which he is generally known in the industry.

3 Market quotations

The following table shows the Closing Prices for Avesco Shares and InvestinMedia Shares in each case on the first dealing day in each month for the six months immediately prior to the date of this document, on 28 March 2007 (being the last business day prior to the commencement of the offer period and 29 March 2007 (being the latest practicable date prior to the posting of this document):

<i>Date</i>	<i>Avesco Shares (pence)</i>	<i>InvestinMedia Shares (pence)</i>
2 October 2006	89.5	162.5
1 November 2006	97.5	155.5
1 December 2006	119	168.5
2 January 2007	123.5	167.5
1 February 2007	108.5	161
1 March 2007	100.5	145
28 March 2007	105.5	138
29 March 2007	103.5	135

4 Disclosure of interests and dealings

For the purposes of this Part VI:

“**acting in concert**” with a party means any such person acting or deemed to be acting in concert with that party for the purposes of the City Code;

“**arrangement**” includes indemnity or option arrangements and any agreement or understanding, whether formal or informal, of whatever nature relating to relevant securities which may be an inducement to deal or refrain from dealing;

“**associate**” includes:

- (A) parent companies, subsidiaries, fellow subsidiaries and associated companies of InvestinMedia or (as the case may be) Avesco, and companies of which any such companies are associated companies;
- (B) connected advisers to InvestinMedia or (as the case may be) Avesco and persons controlling, controlled by or under the same control as such connected advisers;
- (C) the directors of InvestinMedia or (as the case may be) Avesco (together, in each case, with any of their close relatives and related trusts);
- (D) the pension funds of InvestinMedia or (as the case may be) Avesco or any company covered in (A) above;

ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status and “**control**” means a holding, or aggregate holdings, of shares carrying 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether the holding or holdings give(s) de facto control;

“**connected persons**” has the meaning given to it in section 346 CA 1985;

“**connected advisers**” means:

- (A) in relation to InvestinMedia or Avesco, an organisation which is advising that party in relation to the Transaction and a corporate broker to that party;
- (B) in relation to a person who is acting in concert with InvestinMedia or the directors of Avesco, an organisation which is advising that person either in relation to the Transaction or in relation the matter which is the reason for that person being a member of the relevant concert party; and
- (C) in relation to a person who is an associate of InvestinMedia or Avesco within the meaning of paragraph (A) above of the definition of “**associate**”, an organisation which is advising that person in relation to the Transaction.

It will not normally include a corporate broker which is unable to act in connection with the Transaction because of a conflict of interest.

“**dealing**” or “**dealt**” includes:

- (A) acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to securities, or of general control of securities;
- (B) taking, granting, acquisition, disposal of, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities;
- (C) subscribing or agreeing to subscribe for relevant securities;
- (D) the exercise or conversion, whether in respect of new or existing relevant securities, of any securities carrying conversion or subscription rights;
- (E) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;
- (F) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities; and

(G) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;

“**derivative**” includes any financial product, whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security;

“**disclosure date**” means 29 March 2007 (being the latest practicable date prior to the publication of this document);

“**disclosure period**” means the period commencing on 29 March 2006 (being the date 12 months prior to the commencement of the offer period) and ending on the disclosure date;

“**offer period**” means the period commencing on 29 March 2007 and ending on the Effective Date;

“**relevant securities**” means shares (i) Avesco Shares and any other securities of Avesco conferring voting rights; (ii) equity share capital of Avesco or, as the context requires, InvestinMedia; (iii) securities of InvestinMedia which carry substantially the same rights as any to be issued as consideration under the Scheme; and (iv) any securities convertible into, or rights to subscribe for, or options (including traded options) in respect of, or derivatives referenced to, such shares or other securities;

“**short position**” means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

(a) **Shares of Avesco**

Interests in relevant securities of Avesco

- (i) As at the disclosure date, the interests (excluding interests through awards granted under the Avesco LTIP which are described in paragraph 4(a)(ii) below but including interests by way of short positions in or rights to subscribe for, relevant securities in Avesco) of the directors of Avesco, their immediate families, related trusts and connected persons, in the share capital of Avesco, all of which are beneficial (unless otherwise stated), were as follows:

<i>Director</i>	<i>Number of Avesco Shares</i>
Ian Martin	420,000
David Nicholson	66,929
John Christmas	5,000
Graham Andrews	17,139
David Crump	12,654
Nicholas Conn	17,718
Richard Murray	3,366,074
Michael Gibbins	40,000

- (ii) As at the disclosure date, the following awards over relevant securities of Avesco had been granted to the Avesco Directors under the Avesco LTIP and remained outstanding:

<i>Name</i>	<i>Number of Avesco Shares</i>
Ian Martin	240,000
David Nicholson	120,000
John Christmas	160,000
Graham Andrews	100,000
David Crump	60,000
Nicholas Conn	55,000

- (iii) As at the disclosure date, InvestinMedia held the following interests or short positions in, or rights to subscribe for, relevant securities of Avesco:

<i>Party</i>	<i>Nature of Interest/right/ short position</i>	<i>Number of Avesco Shares</i>
InvestinMedia plc Bearer Account	Non-beneficial	1,093

- (iv) As at the disclosure date, the InvestinMedia Directors and members of their immediate families and related trusts held the following interests or short positions in, or rights to subscribe for, relevant securities of Avesco:

<i>Party</i>	<i>Nature of Interest/right/ short position</i>	<i>Number of Avesco Shares</i>
Richard Murray	beneficial	3,366,074
Cameron Maxwell	beneficial	105,000

- (v) As at the disclosure date, persons acting in concert with InvestinMedia held the following interests or short positions in, or rights to subscribe for, relevant securities of Avesco:

<i>Party</i>	<i>Nature of Interest/right/ short position</i>	<i>Number of Avesco Shares</i>
Welsh Industrial Investment Trust plc	beneficial interest	120,000

Dealings in relevant securities of Avesco

- (i) The following dealings for value in relevant securities of Avesco by InvestinMedia, the directors of InvestinMedia and their immediate families and related trusts have taken place during the disclosure period:

<i>Name</i>	<i>Date</i>	<i>Nature of transaction</i>	<i>Price per share (p)</i>	<i>Number of Avesco Shares</i>
Cameron Maxwell	29.9.2006	Purchase	90	40,000

- (ii) The following dealings for value in relevant securities of Avesco by persons acting in concert with InvestinMedia have taken place during the disclosure period:

<i>Name</i>	<i>Date</i>	<i>Nature of transaction</i>	<i>Price per share (p)</i>	<i>Number of Avesco Shares</i>
JM Finn	02.05.2006	Sale	87	500
JM Finn	24.10.2006	Purchase	92	45,000
JM Finn	07.02.2007	Sale	106	10,000
JM Finn	08.02.2007	Sale	104	10,000
JM Finn	12.02.2007	Sale	99	25,000

(b) **Shares of InvestinMedia**

Interests in relevant securities of InvestinMedia

- (i) As at the disclosure date, the InvestinMedia Directors and members of their immediate families and related trusts held the following interests or short positions in, or rights to subscribe for, relevant securities of InvestinMedia:

<i>Party</i>	<i>Nature of Interest/right/short position</i>	<i>Number of InvestinMedia Shares</i>
Richard Murray	Beneficial	3,216,074
Cameron Maxwell	Beneficial	50,000
Alfred Stirling	Beneficial	14,000

- (ii) As at the disclosure date, persons acting in concert with InvestinMedia held the following interests or short positions in, or rights to subscribe for, relevant securities of InvestinMedia :

<i>Party</i>	<i>Nature of Interest/right/short position</i>	<i>Number of InvestinMedia Shares</i>
Welsh Industrial Investment Trust plc	Beneficial	100,000

- (iii) As at the disclosure date, the Avesco Directors and their immediate families, related trusts and connected persons held the following interests or short positions in, or rights to subscribe for relevant securities of InvestinMedia:

<i>Party</i>	<i>Nature of Interest/right/short position</i>	<i>Number of InvestinMedia Shares</i>
Richard Murray	Beneficial	3,216,074
Graham Andrews	Beneficial	17,139
Nicholas Conn	Beneficial	3,142

Dealings in relevant securities of InvestinMedia

- (i) The following dealings for value in relevant securities of InvestinMedia by persons acting in concert with InvestinMedia have taken place during the disclosure period:

<i>Name</i>	<i>Date</i>	<i>Nature of transaction</i>	<i>Price per share (p)</i>	<i>Number of InvestinMedia Shares</i>
JM Finn	02.05.2006	Sale	166	500

(c) **General**

Save as disclosed in this paragraph 4:

- (i) as at the disclosure date, none of the Avesco Directors, their immediate families, related trusts or connected persons, no relevant associate of Avesco, no pension fund or employee benefit trust of Avesco or of any relevant associate of Avesco; no connected adviser to Avesco, to a relevant associate of Avesco, or to a person acting in concert with Avesco; no person controlling, controlled by or under the same control as a connected adviser to Avesco, to a relevant associate of Avesco, or to a person acting in concert with Avesco (other than an exempt fund manager or an exempt principal trader), held an interest or short position in, or right to subscribe for, relevant securities of Avesco, nor has any such person dealt for value therein during the period beginning on 29 March 2007 (being the commencement of the offer period) and ending on the disclosure date;
- (ii) as at the disclosure date, neither InvestinMedia nor any of the InvestinMedia Directors nor their immediate families, related trusts or connected persons nor any person acting in concert with InvestinMedia held an interest or short position in, or right to subscribe for, relevant securities of Avesco, nor has any such person dealt for value therein during the disclosure period;
- (iii) as at the disclosure date, neither Avesco, nor any of the Avesco Directors, their immediate families, related trusts, nor InvestinMedia, nor any of the InvestinMedia Directors, their immediate families, related trusts, no connected persons nor any person acting in concert with InvestinMedia held an interest in or right to subscribe for, relevant securities of InvestinMedia or a short position in relevant securities of InvestinMedia, nor has any such person dealt for value therein during the period beginning on 29 March 2007 (being the commencement of the offer period) and ending on the disclosure date;
- (iv) as at the disclosure date, none of the Avesco Directors, their immediate families, related trusts or connected persons, no relevant associate of Avesco; no pension fund or employee benefit trust of Avesco or of any relevant associate of Avesco; no connected adviser to Avesco, to a relevant associate of Avesco, or to a person acting in concert with Avesco; no person controlling, controlled by or under the same control as a connected adviser to Avesco, to a relevant associate of Avesco, or to a person acting in concert with Avesco (other than an exempt fund manager or an exempt principal trader), held an interest or short position in, or right to subscribe for, relevant securities of InvestinMedia nor has any such person dealt for value therein during the period beginning on 29 March 2007 (being the commencement of the offer period) and ending on the disclosure date;
- (v) neither Avesco nor any person acting in concert with Avesco has borrowed or lent any relevant securities of Avesco, except for any borrowed shares which have either been on-lent or sold;

- (vi) neither InvestinMedia nor any person acting in concert with InvestinMedia has borrowed or lent any relevant securities of Avesco, except for any borrowed shares which have either been on-lent or sold;
- (vii) Avesco has not redeemed or purchased any relevant securities of Avesco during the disclosure period;
- (viii) InvestinMedia has not redeemed or purchased any relevant securities of InvestinMedia during the disclosure period;

5 Material contracts

(a) *Avesco Group*

The following contract(s), not being contracts entered into in the ordinary course of business, have been entered into by members of the Avesco Group during the period commencing on 29 March 2005 (being two years prior to the commencement of the offer period) and are, or may be, material:

- (i) a placing agreement dated 1 July 2005 made between KBC Peel Hunt (1) and the Company (2) pursuant to the terms of which KBC Peel Hunt placed 2,777,778 Avesco Shares with institutional and other investors at a price of 90 pence per Avesco Share;
- (ii) an inducement fee agreement dated 28 March 2007 made between InvestinMedia (1) and the Company (2) pursuant to the terms of which each party has agreed to pay the other £200,000 (the “**Inducement Fee**”) in certain circumstances.

Avesco shall pay the Inducement Fee to InvestinMedia if:

- (a) prior to the Scheme becoming effective, the Independent Directors withdraw, or adversely modify, or make subject to conditions or qualification, their recommendation of the merger of InvestinMedia and Avesco or withdraw the Scheme; or
- (b) a third party offer (being an offer, scheme of arrangement or other similar transaction relating to Avesco and made by a third party) is announced prior to the Scheme becoming effective and such third party offer subsequently becomes or is declared unconditional in all respects or is otherwise completed or implemented.

InvestinMedia shall pay the Inducement fee to Avesco if

- (a) the Independent InvestinMedia Directors withdraw, or adversely modify, or make subject to conditions or qualification, their recommendation to InvestinMedia Shareholders to vote in favour of the Transaction at the InvestinMedia Extraordinary General Meeting or otherwise takes steps to adjourn such meeting or InvestinMedia refuses to give an undertaking to the Court to be bound by the terms of the Scheme; or
- (b) a third party offer (being an offer, scheme of arrangement or other similar transaction relating to InvestinMedia made by a third party) is announced prior to the Scheme becoming effective and such third party offer subsequently becomes or is declared unconditional in all respects or is otherwise completed or implemented.

Any Inducement Fee so payable shall be paid (only to the extent that this is lawful) without deduction or set off or counter claim and such payment shall constitute a complete discharge of the party paying the Inducement Fee. Neither party shall be obliged to pay the Inducement Fee if the reason for the withdrawal, modification or qualification of a recommendation in respect of the Transaction or failure to take certain actions in connection with the Transaction arises by virtue of one of the Conditions to the Transaction not being fulfilled and the Panel permits that Condition to be invoked.

(b) ***InvestinMedia Group***

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by members of the InvestinMedia Group during the period commencing on 29 March 2005 (being two years prior to the commencement of the offer period) and are, or may be, material:

- (i) An agreement dated 6 September 2006 made between (1) Medal and (2) InvestinMedia Investments Limited for the sale and purchase of the entire issued share capital of Fountain Television Limited for a total consideration of £6.8 million paid in cash upon completion; and
- (ii) An agreement (the “SPA”) dated 1 December 2006 made between (1) all the sellers (as defined in the agreement) and (2) 2waytraffic, whereby 2waytraffic acquired the entire issued share capital of each of Complete, Knight Whitehill Limited and The River Studio Limited, (which included the business assets and rights to “Who Wants To Be A Millionaire?”) for an initial consideration of £106 million and deferred earnout consideration (payable in shares in 2waytraffic) of between £1.5 million and £5.5 million and certain other potential further payments relating to the net asset value of Complete and also relating to the outcome of the existing litigation between Celador International Limited (“Celador”) and The Walt Disney Company, American Broadcasting Companies, Inc., Buena Vista Television, Valleycrest Productions, Ltd. and Walt Disney World Co.

The portion of the aggregate initial consideration paid to InvestinMedia in respect of InvestinMedia Holdings Limited’s shareholding in Complete was approximately £35.6 million of which approximately £1.9 million was used to subscribe for fully paid 2waytraffic shares at the price of their placing and of which approximately £9.9 million is currently held in the retention account referred to below. The 2waytraffic shares are subject to lock-in arrangements during the period until 30 September 2007 or, if earlier, 7 days following the publication of 2waytraffic’s interim results for the half year ending 30 June 2007 and to an orderly marketing arrangement for a further 12 months. The SPA also contains commercial and tax warranties and indemnities in relation to various matters, including the existing litigation referred to in the preceding paragraph.

£30 million of the aggregate initial consideration (of which approximately £9.9 million relates to InvestinMedia) is being held in a retention account for the period to 31 December 2008 to meet any potential warranty and indemnity claims. The maximum amount of potential claims which may be made against InvestinMedia Holdings Limited (the wholly-owned subsidiary of InvestinMedia which is a party to the SPA) is on a proportionate basis and subject to financial limitations. Notwithstanding provisions in the SPA in relation to the several and proportionable liability of the sellers, the sellers will be liable on a joint and several basis for claims against the retention sum.

- (iii) A deed of contribution dated 1 December 2006 entered into between the Warrantors (as defined in the SPA and including InvestinMedia Holdings Limited) under the terms of which the parties have agreed that (as amongst themselves and notwithstanding the provisions in the SPA referred to above in relation to sums held in the retention account) their liability will be dealt with on the several and proportionate basis otherwise set out in the SPA and each warrantor has agreed to indemnify the other Warrantors accordingly.
- (iv) The inducement fee agreement referred to in paragraph 5(a)(ii) above.

Save as disclosed in this paragraph 5, there have been no contracts entered into by any member of the InvestinMedia Group or any member of the Avesco Group during the period commencing on 29 March 2005 (being two years prior to the commencement of the offer period) which are outside the ordinary course of its business and which are or may be material.

6 Service contracts and other arrangements with directors of Avesco

6.1 *Ian Paul Martin*

Pursuant to a service agreement dated 30 December 2003 (as amended), Ian Paul Martin is employed as Chairman of the Company and provides his services for 136 days per annum. His annual salary is currently £123,853 and is reviewable annually. In addition, he is entitled to receive pension contributions, medical insurance cover, life assurance cover, permanent health insurance cover and to be considered for an annual bonus. The agreement will continue unless terminated by either party giving the other not less than twelve months' notice. Specific provisions will apply in the event of termination of the service contract during a fixed period subsequent to a change of control of the Company.

Conditional on the Scheme becoming Effective, Mr Martin has agreed to become the full time Chief Executive of the Enlarged Group. On the basis of assuming this full time executive position, Mr Martin's salary will be increased to £225,000 and is reviewable annually, the first review being 30 September 2008. As currently, he will be entitled to receive pension contributions, medical insurance cover, life insurance cover and permanent health insurance cover but there will be no entitlement to a company car. Mr Martin will be entitled to an annual bonus of up to 50 per cent. of his annual salary with the quantum and performance targets to be determined at the discretion of the remuneration committee. In light of Mr Martin's existing commitments, it is expected that his remuneration will not increase to the new terms until 1 July 2007 and until this date his existing remuneration package as described above will continue to apply.

6.2 *David John Nicholson*

Pursuant to a service agreement dated 30 December 2003 (as amended), David John Nicholson is employed as Chief Executive of the Company. His annual salary is currently £191,409 and is reviewable annually. In addition, he is entitled to receive a company car (or allowance in lieu), pension contributions, medical insurance cover, life assurance cover, permanent health insurance cover and to be considered for an annual bonus. The provisions relating to duration and termination are identical to the provisions described above in respect of Ian Paul Martin. Mr Nicholson is entitled to the payment of a cash bonus subject to Avesco's European businesses achieving aggregate total adjusted profits of £12.06 million in respect of the three years ending 31 March 2007. If the performance condition is achieved, Mr Nicholson will be eligible for a cash bonus of £120,000 and a sum equal to three per cent. of the amount (if any) by which the adjusted profits of the European businesses exceed £12.06 million. If a person obtains Control (as defined in the bonus payment documentation) by way of a takeover of Avesco or a court sanctioned scheme of arrangement occurs, the bonus shall be paid forthwith (if and so long as the shares of Avesco are admitted to trading on AIM), as a cash sum equal to the then market value of 120,000 Avesco Shares (or such other number of Avesco Shares as the remuneration committee shall consider fair and reasonable in the event of a rights issue or capitalisation, consolidation, subdivision or reduction of the share capital of the Company or any other variation of Avesco's share capital). However, in lieu of immediate payment of the bonus, Mr Nicholson may elect that these bonus arrangements shall continue notwithstanding the occurrence of a takeover and/or scheme of arrangement.

6.3 *John Leslie Christmas*

Pursuant to a service agreement dated 27 February 2004 (as amended), John Leslie Christmas is employed as Finance Director of the Company. His annual salary is currently £157,631 and is reviewable annually. In addition, he is entitled to receive a company car (or allowance in lieu), pension contributions, medical insurance cover, life assurance cover, permanent health insurance cover and to be considered for an annual bonus. The provisions relating to duration and termination are identical to the provisions described above in respect of Mr Martin.

6.4 *Graham Peter Andrews*

Pursuant to a service agreement dated 30 December 2003 (as amended), Graham Peter Andrews will be employed as Chief Executive of the Company's Creative Technology North America business. His annual salary is currently £180,150 and is reviewable annually. In addition, he is entitled to receive a company car, pension contributions, medical insurance cover, life assurance

cover, permanent health insurance cover and to be considered for an annual bonus. The provisions relating to duration and termination are identical to the provisions described above in respect of Mr Martin. Mr Andrews is entitled to the payment of a cash bonus subject to Avesco's North American businesses achieving aggregate total adjusted profits of \$6.80 million in respect of the three years ending 31 March 2007. If the performance condition is achieved, Mr Andrews will be eligible for a cash bonus of \$200,000 and a sum equal to three per cent. of the amount (if any) by which the adjusted profits of the North American businesses exceed \$6.80 million. The same provisions in relation to early payment on a takeover offer or scheme of arrangement, in terms of adjustments to be made by the remuneration committee and continuance of bonus arrangements in lieu of payment of bonus, apply as summarised in relation to Mr Nicholson's bonus above. Mr Andrews is also entitled to receive an overseas allowance of £6,681 per month which is additional to, but does not form part of, his basic salary.

6.5 *David Andrew Crump*

Pursuant to a service agreement dated 30 December 2003 (as amended), David Andrew Crump is employed as Business Development Director of the Company. His annual salary is currently £154,007 and is reviewable annually. In addition, he is entitled to receive a company car, pension contributions, medical insurance cover, life assurance cover, permanent health insurance cover and to be considered for an annual bonus. The provisions relating to duration and termination are identical to the provisions described above in respect of Mr Martin. Mr Crump is entitled to the payment of a cash bonus subject to Avesco's European businesses achieving aggregate total adjusted profits of £12.06 million in respect of the three years ending 31 March 2007. If the performance condition is achieved, Mr Crump will be eligible for a cash bonus of £60,000 and a sum equal to 1.5 per cent. of the amount (if any) by which the adjusted profits of the European businesses exceed £12.06 million. The same provisions in relation to early payment on a takeover offer or scheme of arrangement, in terms of adjustments to be made by the remuneration committee and continuance of bonus arrangements in lieu of payment of bonus apply as summarised in relation to Mr Nicholson's bonus above.

6.6 *Nicholas Simon Conn LLB*

Pursuant to a service agreement dated 30 December 2003 (as amended), Nicholas Simon Conn is employed as Company Secretary of the Company as well as being a Director of the Company. His annual salary is currently £96,257 and is reviewable annually. In addition, he is entitled to receive a company car (or allowance in lieu), pension contributions, medical insurance cover, life assurance cover, permanent health insurance cover and to be considered for an annual bonus. The provisions relating to duration and termination are identical to the provisions described above in respect of Mr Martin.

6.7 *Non-executive Directors' Current Terms of Appointment*

<i>Non-executive Directors</i>	<i>Notice</i>	<i>Remuneration</i>	<i>Benefits</i>
Richard Alan Murray*	three months notice at any time	£25,000	None
Michael Edward Stanley Gibbins	three months notice at any time	£25,000	None
Laurence Charles Neil Blackall	three months notice at any time	£25,000	None

* *Note: Richard Alan Murray's services are provided by Bolistrom Limited.*

Conditional on the Scheme becoming effective Richard Murray's and Michael Gibbins' remuneration will be increased to £75,000 and £35,000 per annum respectively. In the case of Richard Murray, this increase is in recognition of his commitment to support and develop the Enlarged Group's business in addition to attending board meetings as a Non-executive director. In the case of Michael Gibbins, the increase is in recognition of him assuming the role of Non-Executive Chairman.

7 **Financing and Cash Confirmation**

- (a) The cash consideration payable by InvestinMedia to Shareholders pursuant to the terms of the Partial Cash Alternative under the Scheme will be provided by InvestinMedia from existing resources.

- (b) JM Finn are satisfied that InvestinMedia has the necessary resources to enable it to satisfy payment in full of the consideration due to Shareholders pursuant to the terms of the Partial Cash Alternative under the Scheme.

8 Other information

- (a) No proposal exists in connection with the Transaction for any payment or other benefit to be made or given to any director of Avesco as compensation for loss of office or as consideration for or in connection with his retirement from office.
- (b) Save as disclosed herein, no agreement, arrangement or understanding (including any compensation arrangement) exists between InvestinMedia, or any person acting in concert with it for the purposes of the Transaction, and any of the directors, recent directors, shareholders or recent shareholders of Avesco having any connection with, or dependence upon, the Transaction.
- (c) No agreement, arrangement or understanding exists whereby the beneficial ownership of any of the Avesco Shares to be acquired by InvestinMedia pursuant to the Transaction will be transferred to any other person, save that InvestinMedia reserves the right to transfer any such shares to any member of InvestinMedia Group.
- (d) None of InvestinMedia, Avesco, any person acting in concert with InvestinMedia, Avesco or any associate of Avesco or of InvestinMedia has any arrangement (including indemnity or option arrangements) agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing.
- (e) Save as disclosed in this document in connection with the acquisition of Fountain Television Limited and the disposal of InvestinMedia's interest in CCCL in Paragraph 7 of Part II of this document, the directors of InvestinMedia are not aware of any material change in the financial or trading position of InvestinMedia since 30 September 2006, being the date to which the last published audited accounts of InvestinMedia were prepared.
- (f) Save as disclosed in this document and the interim results of Avesco for the period ended 30 September 2006 (contained in Part B of Part 4 of the Admission Document), the Directors are not aware of any material change in the financial or trading position of Avesco since 31 March 2006, being the date to which the last published audited accounts of Avesco were prepared.
- (g) JM Finn has given and has not withdrawn its written consent to the issue of this document and the references herein to its name in the form and context in which they are included.
- (h) KBC Peel Hunt has given and has not withdrawn its written consent to the issue of this document with the inclusion of the recommendation and the references herein to its name in the form and context in which they are included.

9 Bases and sources of information

- (a) Unless otherwise stated: (i) information relating to InvestinMedia has been extracted from the relevant published audited reports and accounts of InvestinMedia; (ii) information relating to Avesco has been extracted from relevant published audited reports and accounts of Avesco and unaudited interim results of Avesco.
- (b) Reference to the value of the Transaction of the whole of the issued share capital of Avesco assume the number of Avesco Shares currently in issue to be 19,094,075 with a further 1,734,000 subject to awards under the Avesco LTIP.

10 Documents available for inspection

Copies of the following documents are available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the offices of Norton Rose, Kempson House, Camomile Street, London EC3A 7AN prior to the Scheme becoming effective:

- (a) the Memorandum and Articles of Association of InvestinMedia and Avesco;
- (b) the published audited consolidated accounts of InvestinMedia for the last two financial years ended 30 September 2006;
- (c) the published audited consolidated accounts of Avesco for the last two financial years ended 31 March 2006 together with the unaudited interim results for the period ending 30 September 2006;

- (d) the service agreements of the directors of Avesco referred to in paragraph 6 above together with the proposed agreements as amended;
- (e) the letters of consent referred to in paragraphs 8(g) and 8(h) above;
- (f) the material contracts referred to in paragraph 5 above;
- (g) the irrevocable undertakings to vote in favour of the Scheme referred to in Parts I and II of this document;
- (h) the rules of Avesco LTIP and the draft rules as proposed to be amended at the Avesco EGM;
- (i) the Avesco Employee Trust Deed and revised draft of such deed as proposed to be amended at the Avesco EGM;
- (j) the Admission Document; and
- (k) this document, the Forms of Proxy and the Form of Election.

PART VII
DEFINITIONS

The following definitions apply throughout this document, unless the context otherwise requires:

“Act” or “Companies Act”	the Companies Act 1985 (as amended) which shall include, to the extent that the same is in force, the Companies Act 2006
“Admission”	the admission of the New InvestinMedia Shares to trading on AIM becoming effective in accordance with the AIM Rules
“Admission Document”	the admission document required to be published in accordance with the AIM Rules relating to the Enlarged Group and the New InvestinMedia Shares and accompanying this document prepared under the AIM Rules
“AIM”	AIM, a market operated by the London Stock Exchange
“AIM Rules”	the AIM Rules for Companies published by the London Stock Exchange (including without limitation, any guidance notes or statements of practice) which govern the obligations and responsibilities of companies whose shares are admitted to trading on AIM, as amended from time to time
“All Share Terms”	9 New InvestinMedia Shares for every 13 Avesco Shares
“Avesco” or “Company”	Avesco plc, incorporated in England and Wales with registered number 4982392
“Avesco Employee Trust”	the Avesco Employee Trust, as established by a trust deed dated 18 February 2004
“Avesco Extraordinary General Meeting” or “Avesco EGM”	the extraordinary general meeting of the Company (or any adjournment thereof) convened by the Board to be held at 11.00 a.m. on 25 April 2007 (or as soon as the Court Meeting concludes or is adjourned) notice of which is set out at the end of this document
“Avesco’s Registrars”	Capita Registrars
“Avesco LTIP”	the Avesco 2004 Long Term Incentive Plan
“Avesco Shares”	the ordinary shares of 10p each in the share capital of the Company prior to the Reorganisation Record Time
“A Shares”	the A ordinary shares of 10/140 pence each in the capital of the Company created by the sub-division and reclassification referred to in clause 1 of the Scheme
“B Shares”	the B ordinary shares of 10/140 pence each in the capital of the Company created by the sub-division and reclassification referred to in clause 1 of the Scheme
“Board” or “Directors”	the directors of the Company for the time being
“Business Day”	any day on which banks are generally open for business in the City of London other than a Saturday or Sunday or public holiday
“Capita Registrars”	Capita Registrars, being a trading name of Capita IRG Plc

“Capital Reduction”	the reduction of Avesco’s share capital associated with the cancellation and extinguishing of the Scheme Shares provided for by the Scheme under section 137 of the Act
“CCCL” or “Complete”	CILL Holding Limited (Company Number 03244165) previously known as Complete Communications Corporation Limited
“City Code”	The City Code on Takeovers and Mergers
“Closing Price”	the closing middle market price of a relevant share as derived from SEDOL
“Conditions”	the conditions to the implementation of the Transaction set out in Part V of this document and “Condition” means such one or more of them as the context may require
“Court”	the High Court of Justice in England and Wales
“Court Hearing”	the hearing by the Court of the petition to sanction the Scheme
“Court Meeting”	the meeting (or any adjournment thereof) of Shareholders convened by order of the Court to be held at 10.45 a.m. on 25 April 2007, notice of which is set out at the end of this document
“CREST”	the relevant system (as defined in the CREST Regulations) in respect of which CRESTCo is the operator (as defined in the CREST Regulations)
“CRESTCo”	CRESTCo Limited
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), including any modifications thereof or any regulations in substitution therefor made under section 207 of the Companies Act 1989 and for the time being in force
“Dealing day”	any day on which the London Stock Exchange is open for the transaction of business
“Deferred Share”	the deferred share of 10 pence in the capital of Avesco, to be designated as such pursuant to the Resolutions
“Effective”	in the context of the Transaction: <ul style="list-style-type: none"> (i) if the Transaction is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or (ii) if the Transaction is implemented by way of the Offer, the Offer having been declared or becoming unconditional in all respects in accordance with the requirements of the City Code
“Effective Date”	the date on which the Transaction becomes effective
“Enlarged Group”	the InvestinMedia Group as enlarged by the acquisition of Avesco on the terms of the Scheme
“Escrow Agent”	Capita IRG Plc
“Explanatory Statement”	the explanatory statement by KBC Peel Hunt in compliance with section 426 of the Act set out in Part II of this document
“First Court Order”	the order of the Court sanctioning the Scheme

“Form of Election”	the GREEN form of election despatched to Avesco Shareholders for use by certificated holders of Scheme Shares in connection with the Partial Cash Alternative
“Forms of Proxy”	the BLUE Form of Proxy for use at the Court Meeting and the WHITE Form of Proxy for use at the Avesco EGM
“Fountain Studios”	the business of Fountain Television Limited, a wholly owned subsidiary of InvestinMedia
“Group” or “Avesco Group”	the Company and its subsidiary undertakings before the Effective Date
“Hearing”	the hearing of the petition by the Court to sanction the Scheme and to confirm the Capital Reduction which forms part of the Scheme
“Hearing Date”	the date of the Hearing
“Holder”	includes any person entitled by transmission
“InvestinMedia”	InvestinMedia plc
“InvestinMedia Board”	the board of Directors of InvestinMedia
“InvestinMedia Directors”	the directors of InvestinMedia
“InvestinMedia Extraordinary General Meeting” or “InvestinMedia EGM”	the extraordinary general meeting of InvestinMedia to consider and, if thought fit, to approve, amongst other things, the Transaction including any adjournment thereof
“InvestinMedia Group”	InvestinMedia and its subsidiary undertakings
“InvestinMedia Shareholder Circular”	the circular to be sent to InvestinMedia Shareholders outlining the Transaction and containing the notice convening the InvestinMedia Extraordinary General Meeting
“InvestinMedia Shareholders”	the holders of InvestinMedia Shares
“InvestinMedia Shares”	ordinary shares of 10 pence each in the capital of InvestinMedia
“Independent Directors”	the Directors of Avesco other than Richard Murray
“Independent InvestinMedia Directors”	the InvestinMedia Directors (other than Richard Murray)
“KBC Peel Hunt”	KBC Peel Hunt Ltd.
“Last Dealing Date”	the business day prior to the Hearing Date
“London Stock Exchange”	London Stock Exchange plc
“Medal”	Medal Entertainment & Media PLC
“Meetings”	the Court Meeting and the Avesco EGM
“Minute”	the minute (approved by the Court) showing with respect to Avesco’s share capital, as altered by the Court Order confirming the Capital Reduction, the information required by section 138 of the Companies Act
“New InvestinMedia Shares”	the InvestinMedia Shares proposed to be issued and credited as fully paid pursuant to the Transaction
“Offer”	should InvestinMedia decide to implement the Transaction by way of a Takeover Offer (as defined in section 428 of the Act), the recommended offer to be made by InvestinMedia to acquire all of

	the Avesco Shares on the terms and subject to the Conditions set out in Part IV of this document and to be set out in the Offer Document, and where the context admits, any subsequent revision, variation, extension or renewal of such Offer
“Offer Document”	should InvestinMedia elect to make the Offer, the document to be sent to Avesco Shareholders which will contain, among other things, the terms and conditions of the Offer
“Overseas Persons”	Scheme Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the UK
“Panel”	the Panel on Takeovers and Mergers
“Partial Cash Alternative”	the opportunity for Avesco Shareholders to elect to receive cash in the amount of 140 pence per Avesco Share in place of InvestinMedia Shares up to a maximum total of 5,207,018 InvestinMedia Shares representing 25 per cent. of the Company’s fully diluted share capital as at 28 March 2007 (being the latest practicable date prior to announcement of the Transaction)
“Participant ID”	the identification code or membership number used in CREST to identify a CREST member or the CREST participants
“Proposals”	the Scheme, and the other matters to be considered at the Meetings
“Registrar of Companies”	the Registrar of Companies in England and Wales
“Reorganisation Record Time”	the time (expected to be 3.00 p.m.) on the date on which the First Court Order is delivered to the Registrar of Companies for registration
“Resolutions”	the resolutions to be proposed to shareholders at the Avesco EGM and Court Meeting further details of which are set out in paragraph 9 of Part II of this document
“Restricted Jurisdiction”	any jurisdiction where either sending this document or the Admission Document would violate the law of that jurisdiction
“Scheme” or “Scheme of Arrangement”	the scheme of arrangement under section 425 of the Act relating to the Company and set out at Part III of this document
“Scheme Effective Date”	the date on which the Scheme becomes effective in accordance with its terms, expected to be 17 May 2007
“Scheme Record Date”	the business day immediately preceding the Hearing
“Scheme Record Time”	5.00 p.m. on the Scheme Record Date
“Scheme Shares”	the Avesco Shares in issue at the date of this document and: <ul style="list-style-type: none"> (i) all (if any) additional Avesco Shares issued thereafter and prior to the Voting Record Time; and (ii) all (if any) additional Avesco Shares issued at or after the Voting Record Time and before the Reorganisation Record Time in respect of which the original or any subsequent holder thereof shall have agreed in writing to be bound by this Scheme, <p>in each case other than the Deferred Share to be held by InvestinMedia</p>
“Scheme Shareholders”	the holders of Scheme Shares

“Second Court Order”	the order of the Court confirming the Capital Reduction
“Securities Act”	the United States Securities Act of 1933, as amended
“SEDOL”	the London Stock Exchange Daily Official List
“Share Capital Reorganisation”	the subdivision and reorganisation of Avesco Shares, as more particularly set out in the Scheme
“Shareholders” or “Avesco Shareholders”	holders for the time being of Avesco Shares
“Special Resolution”	the special resolution to be proposed to shareholders at the Avesco EGM further details of which are set out in paragraph 9 of Part II of this document
“trading day”	a day on which trading takes place on the London Stock Exchange
“Transaction”	the recommended merger of InvestinMedia and Avesco, to be implemented by way of the Scheme or, should InvestinMedia so elect, by means of the Offer
“TFE instruction”	a transfer from escrow instruction (as defined in the CREST Manual)
“TTE instruction”	a transfer to escrow instruction (as defined in the CREST Manual)
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland
“uncertificated” or “in uncertificated form”	a share, the title to which is recorded on the relevant register of the share concerned as being held in uncertificated form in CREST, and title to which, by virtue of the CREST regulations, may be transferred by means of CREST
“United States” or “US”	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia and any other areas subject to its jurisdiction
“US Person”	the meaning given to such term in Regulation S under the US Securities Act of 1933 as amended
“VAT”	UK value added tax and
“Voting Record Time”	in relation to the Court Meeting 6.00 p.m. on the second day before the day of the Court Meeting and, in relation to the Avesco EGM, 6.00 p.m. on the second day before the day of the Avesco EGM, or, if either meeting is adjourned, 48 hours before the time fixed for such adjourned meeting
“2waytraffic”	2waytraffic N.V.

All references to legislation in this document are to English legislation unless the contrary is indicated. Any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof.

NOTICE OF THE COURT MEETING

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT
Mr Registrar Baister

No. 2207 of 2007

IN THE MATTER OF AVESCO plc

AND

IN THE MATTER OF THE COMPANIES ACT 1985

NOTICE IS HEREBY GIVEN that by an Order dated 29 March 2007 made in the above matters the Court has directed a meeting (the "Court Meeting") to be convened of the holders of Scheme Shares (as defined in the Scheme of Arrangement referred to below) for the purpose of considering and, if thought fit, approving (with or without modification) a Scheme of Arrangement proposed to be made between the above-named Avesco plc (the "Company") and the holders of Scheme Shares (as defined in the said Scheme of Arrangement) and that such meeting will be held at Unit E2, Sussex Manor Business Park, Gatwick Road, Crawley RH10 9NH on 25 April 2007 at 10.45 a.m. at which time and place all holders of Scheme Shares are requested to attend.

A copy of the said Scheme of Arrangement and the explanatory statement required to be furnished pursuant to section 426 of the Companies Act 1985 are incorporated in the document of which this Notice forms part.

Holders of Scheme Shares may vote in person at the Court Meeting or they may appoint another person, whether a member of the Company or not, as their proxy to attend and vote in their stead. A BLUE form of proxy for use in connection with the Court Meeting is enclosed herewith.

In the case of joint holders of Scheme Shares, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder(s) and for this purpose seniority will be determined by the order in which the names appear in the register of members of the Company in respect of the joint holding.

It is requested that forms of proxy be lodged with the Registrars of the Company, at the Proxy Processing Centre, Telford Road, Bicester OX26 4LD so as to be received as soon as possible and in any event no later than 10.45 a.m. on 23 April 2007 or by hand during normal business hours to Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU but, if forms are not so lodged, they may be handed to the Chairman at the Court Meeting.

Scheme Shareholders who hold shares through CREST and who wish to appoint a proxy or proxies for the Scheme Meeting or any adjournment(s) by using the CREST voting service may do so by using the procedures described in the CREST Reference Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider, should refer to their CREST sponsor or voting service provider, who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST voting service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with CRESTCo's specifications and must contain the information required for such instructions, as described in the CREST Reference Manual. The message, regardless of whether it relates to the appointment of a proxy or to an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by no later than 10.45 a.m. (London time) on 23 April 2007. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from

which Capita Registrars are able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsor or voting service provider, should note that CRESTCo does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that his or her CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsor or voting service provider are referred, in particular, to those sections of the CREST Reference Manual concerning practical limitations of the CREST system and timings.

CREST members may appoint a proxy or proxies electronically via Capita Registrars (ID RA10).

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

Entitlement to attend and vote at the Court Meeting or any adjournment thereof, and the number of votes which may be cast at such meeting, will be determined by reference to the register of members at the close of business two days prior to the said Court Meeting, or if the Court meeting is adjourned, 48 hours before the time fixed for such adjourned meeting.

By the said Order, the Court has appointed Ian Martin or, failing him, John Christmas or, failing him, Nicholas Conn to act as Chairman of the Meeting and has directed the Chairman to report the result thereof to the Court.

The said Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

Solicitors for the Company
Dated 30 March 2007

AVESCO plc

Notice of the Extraordinary General Meeting

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Avesco plc (the “Company”) will be held at Unit E2, Sussex Manor Business Park, Gatwick Road, Crawley, RH10 9NH on 25 April 2007 at 11.00 a.m. (or as soon thereafter as the meeting of the holders of Scheme Shares (as defined in the Scheme referred to in the resolution below) convened by the High Court of Justice in England and Wales for the same place and date shall have been concluded or adjourned) for the purpose of considering and, if thought fit, passing the following resolutions, of which resolution 1 will be proposed as a special resolution and resolutions 2 and 3 will be proposed as ordinary resolutions:

SPECIAL RESOLUTION

1 THAT:

1.1 for the purpose of giving effect to the scheme of arrangement of the Company dated 30 March 2007, in its original form or subject to such modification, addition or condition agreed by the Company and InvestinMedia plc and which the Court may approve or impose:

1.1.1 at the Reorganisation Record Time (as defined in the Scheme) the Scheme Shares (as defined in the Scheme) be sub-divided and reclassified as follows:

1.1.2 in the case of Scheme Shares held by a Scheme Shareholder (as defined in the Scheme) who has not made any valid Cash Election (as defined in the Scheme), each Scheme Share shall be sub-divided and reclassified into 140 B Shares of 10/140 pence (the “**B Shares**”), such B Shares having the rights set out in new article 6 to be adopted pursuant to sub-paragraph 1.2 of this resolution;

1.1.3 in the case of Scheme Shares held by a Scheme Shareholder who has made a valid Cash Election in respect of all of his Scheme Shares in accordance with the terms of the Scheme and such election is satisfied in full in accordance with clause 2.4.1 of the Scheme, each Scheme Share shall be sub-divided and reclassified into 140 A Shares of 10/140 pence (the “**A Shares**”) such A Shares having the rights set out in new article 6 to be adopted pursuant to sub-paragraph 1.2 of this resolution;

1.1.4 in the case of Scheme Shares held by a Scheme Shareholder who has made a valid Cash Election (i) in respect of part only of his holding of Scheme Shares, or (ii) in respect of all or part only of his holding of Scheme Shares and such election is scaled down in accordance with clause 2.4.1 of the Scheme:

(a) such number of Scheme Shares (as adjusted in accordance with clause 2.4.1 of the Scheme in the event of Cash Elections being scaled down) in respect of which he has made a valid Cash Election shall each be sub-divided and reclassified into 140 A Shares; and

(b) the balance of the Scheme Shares held by such Scheme Shareholder shall each be subdivided and reclassified into 140 B Shares;

and for the purposes of this sub-paragraph 1.1, each portion of a member’s holding which is recorded in the register of members of the Company by reference to a separate designation immediately prior to the Reorganisation Record Time, whether in certificated or uncertificated form, shall be treated as though it were a separate holding held at such time by a separate person;

1.2 with effect from the sub-divisions and reclassifications referred to in sub-paragraph 1.1 above, article 6.1 of the Articles of Association of the Company shall be replaced by the following new article 6.1:

“SHARE CAPITAL

6.1 (A) The authorised share capital of the Company is £2,600,000 divided into ordinary shares of 10 pence each (the “**Ordinary Shares**”), A ordinary shares of 10/140 pence each (the “**A Shares**”), B ordinary shares of 10/140 pence each (the “**B Shares**”) and 1 deferred share of 10 pence;

- (B) The A Shares and the B Shares shall rank equally with and have the same rights as those attaching to the Ordinary Shares save that upon the scheme of arrangement dated 30 March 2007 between the Company and the holders of Scheme Shares, as defined in such scheme (in its form as at that date or with or subject to any modification, addition or condition agreed by the Company and InvestinMedia plc (“**InvestinMedia**”) and which the Court may approve or impose) (the “**2007 Scheme**”) becoming effective, each A Share shall confer upon the holder thereof the right to receive 1 pence in cash and each B Share shall confer upon the holder thereof the right to receive 1 New InvestinMedia Share for every 202.2222157 B Shares, in each case in accordance with and subject to the terms of the 2007 Scheme”;
- 1.3 the capital of the Company be reduced by cancelling and extinguishing all the A Shares and the B Shares;
- 1.4 subject to and forthwith upon the said reduction of capital taking effect and notwithstanding any other provision in the Company’s Articles of Association:
- 1.4.1 the capital of the Company be increased to its former amount by the creation of ordinary shares of 10 pence each having the rights set out in the Company’s articles of association;
- 1.4.2 the reserve arising in the books of the Company as a result of the said reduction of capital be applied in paying up in full at par the ordinary shares so created, such ordinary shares to be allotted and issued credited as fully paid to InvestinMedia or its nominee(s) in accordance with the terms of the Scheme; and
- 1.4.3 the directors of the Company be generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot the ordinary shares referred to in sub-paragraph 1.4.2 above, provided that (1) the maximum aggregate nominal amount of shares which may be allotted hereunder is £2,600,000, (2) this authority shall expire on the fifth anniversary of this resolution and (3) this authority shall be in addition and without prejudice to any other authority under the said section 80 previously granted and in force on the date on which this resolution is passed

PROVIDED THAT if the reduction of capital referred to in the Scheme does not become effective by 6.00 p.m. on the fifth business day following the Reorganisation Record Time, or such later time and date as may be agreed by the Company and InvestinMedia and which the Court may think fit to approve or impose (the “**Reversal Time**”):

- 1.4.4 the sub-divisions and reclassifications effected by sub-paragraph 1.2 above shall be reversed and all of the A Shares and the B Shares held by each holder shall be, consolidated into one share and sub-divided into ordinary shares of 10 pence each accordingly; and
- 1.4.5 with effect from the Reversal Time, article 6.1 of the Articles of Association of the Company shall be replaced by the following new article 6.1:

“SHARE CAPITAL

- 6.1 The authorised share capital of the Company is £2,600,100 divided into 25,999,999 ordinary shares of 10 pence each (“**Ordinary Shares**”) and 1 deferred share of 10p each.”;
- 1.5 with effect from the passing of this resolution, the Articles of Association of the Company be altered by the adoption and inclusion of the following new article 6A:

“2007 SCHEME OF ARRANGEMENT

- 6A (A) In this Article, the “2007 Scheme” means the scheme of arrangement dated 30 March 2007, between the Company and the holders of Scheme Shares (as defined in the Scheme) under Section 425 of the Companies Act 1985 in its original form or with or subject to any modification, addition or condition agreed by the Company and InvestinMedia plc (“**InvestinMedia**”), which expression includes any other name which InvestinMedia may adopt from time to time) and which the Court may approve or impose and (save as defined in this Article) expressions defined in the Scheme shall have the same meanings in this Article.

(B) Notwithstanding any other provision of these Articles, if the Company issues any Ordinary Shares (other than to InvestinMedia, its nominee(s) or any of its subsidiaries) after the adoption of this Article and before the time at which the order of the Court made sanctioning the Scheme is delivered to the Registrar of Companies, such shares shall be issued subject to the terms of the 2007 Scheme and the holders of such shares shall be bound by the 2007 Scheme accordingly.

1.6 with effect from the Effective Date (as defined in the Scheme), article 6.1 of the Articles of Association of the Company shall be replaced by the following new article 6.1:

“SHARE CAPITAL

6.1 The authorised share capital of the Company is £2,600,000 divided into 25,999,999 ordinary shares of 10 pence each (the “Ordinary Shares”) and one deferred share of 10pence.

1.7 with effect from the passing of this resolution:

1.7.1 one authorised but unissued share of the Company be classified as a deferred share of 10 pence (the “**Deferred Share**”), such Deferred Share to have the rights set out in the Articles of Association of the Company as amended pursuant to paragraph (1.7.2) below:

1.7.2 the Articles of Association of the Company be amended by the adoption and inclusion of the following new article as Article 6B:

“DEFERRED SHARE

6B The deferred share so designated by special resolution of the Company passed on the same date as the date of adoption of this Article (the “**Deferred Share**”) shall have all the rights of an Ordinary Share as set out in these Articles, save that:

(A) the holder of the Deferred Share shall not be entitled to receive, otherwise than pursuant to the Scheme as defined in Article 6A, a dividend or other distribution or to have any other right to participate in the profits of the Company;

(B) the holder of the Deferrred Share shall have no right to attend or vote at any general meeting of the Company; and

(C) on a return of capital or a winding up of the Company, the holder of the Deferred Share shall be entitled, subject to the payment to the holders of all other classes of shares of the amount paid up or credited as paid up on such shares, to repayment of the amounts paid up or credited as paid up on the Deferred Share, but shall have no further or other right to participate in the assets of the Company;

1.7.3 the Directors be generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot the Deferred Share referred to in sub-paragraph 1.7.1 above, provided that (1) this authority shall expire at the fifth anniversary of this resolution and (2) this authority shall be in addition and without prejudice to any other authority under the said section 80 previously granted and in force on the date on which this resolution is passed; and

1.7.4 pursuant to and during the period of the said authority, the Directors be empowered to allot the said Deferred Share wholly for cash as if section 89(1) of the Companies Act 1985 did not apply to any such allotment.

ORDINARY RESOLUTIONS

2 THAT:

the proposed amendments to the rules of the Avesco 2004 Long Term Incentive Plan (the “**Avesco LTIP**”) regarding cash settlement of awards granted thereunder (further details in respect of which are set out in the circular to the Company’ shareholders dated 30 March 2007 in connection with the proposed scheme of arrangement referred to in Resolution 1 above and as shown in the draft rules of the Avesco LTIP to be produced to the Meeting and initialled by the Chairman of the Meeting for the purposes of identification) be and are hereby approved and the Board of Directors of Avesco be and are hereby authorised to do all such acts and things necessary or expedient to carry the same into effect.

3 THAT:

clause 9.2 of the Avesco Employee Trust Deed dated 18 February 2004 (the “**Trust Deed**”) regarding the general power of the trustees to invest, be and is hereby amended in order to permit the Avesco Employee Trust to hold up to ten per cent. (10 per cent.) of the Company’s issued share capital (as shown in the draft Trust Deed establishing the Avesco Employee Trust to be produced to the meeting and initialled by the Chairman of the meeting for the purposes of identification) and the Board of Directors of Avesco be and are hereby authorised to do all such acts and things necessary or expedient to carry the same into effect.

By Order of the Board
Nicholas Conn
Secretary

30 March 2007

Registered Office:

Unit E2

Sussex Manor Business Park

Gatwick Road

Crawley

RH10 9NH

Note:

1. A member of the Company entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and, upon, a poll to vote instead of him or her. A proxy need not be a member of the Company. Appointment of a proxy will not prevent a member from attending and voting at the meeting should he or she wish to do so.
2. A WHITE Form of Proxy is enclosed with this document. Instructions for use are shown on the form. To be valid, the instrument appointing a proxy, together with any power of attorney under which it is signed, or a duly certified copy thereof, must be received at the offices of the Registrars not less than 48 hours before the time of the meeting or of the adjourned meeting.
3. Shareholders who hold shares through CREST and who wish to appoint a proxy or proxies for the meeting or any adjournment(s) by using the CREST voting service may do so by using the procedures described in the CREST Reference Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider, should refer to their CREST sponsor or voting service provider, who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST voting service to be valid, the appropriate CREST message (a “CREST Proxy Instruction”) must be properly authenticated in accordance with CRESTCo’s specifications and must contain the information required for such instructions, as described in the CREST Reference Manual. The message, regardless of whether it relates to the appointment of a proxy or to an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received no later than 11.00 a.m. (London time) on 23 April 2007. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Capita Registrars is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsor or voting service provider, should note that CRESTCo does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that his or her CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsor or voting service provider are referred, in particular, to those sections of the CREST Reference Manual concerning practical limitations of the CREST system and timings.

CREST members may appoint a proxy or proxies electronically via Capita Registrars (ID RA10).

4. Pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, only those shareholders registered in the register of members of the Company as at 6.00 p.m. on 23 April 2007 or, in the event that this meeting is adjourned, in the register of members 48 hours before the time of any adjourned meeting, will be entitled to vote, or to appoint a proxy or proxies to vote on their behalf, at this meeting in respect of the number of shares registered in their names at that time. Changes to entries on the relevant register of members after 6.00 p.m. on 23 April 2007, or, in the event that this meeting is adjourned, in the register of members 48 hours before the time of any adjourned meeting shall be disregarded in determining the rights of any person to attend or vote at the meeting.
5. In the case of joint holders of ordinary shares, the vote of the senior shareholder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the other joint holder(s) and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.
6. A copy of the draft rules of the Avesco 2004 LTIP and the draft Trust Deed as proposed to be amended and to be produced to the meeting are available from the Company Secretary.
7. For the purposes of section 95(5) of the Companies Act 1985, the Board recommends special resolution 1.6 in order to facilitate the issue of the Avesco Shares to InvestinMedia pursuant to the Scheme. The amount to be paid to the Company in respect of the allotment of the Deferred Share will be its nominal value in cash which the Board considers to be appropriate given the limited nature and extent of the rights attaching to the Deferred Share.

