

4TV LIMITED
("Company")

WRITTEN RESOLUTION OF THE MEMBERS OF THE COMPANY

DATED: 13th SEPTEMBER 2002

In accordance with section 381A Companies Act 1985 we, being all the members of the Company who at the date of this written resolution are entitled to attend and vote at a general meeting of the Company, hereby approve the passing of the following resolutions as if they had been passed by us at a general meeting of the Company duly convened and held:

1. THAT

- 1.1 the 195,020 authorised and issued ordinary shares of £1.00 each in the capital of the Company be and are hereby sub-divided into 195,020 ordinary shares of £0.001 each and 195,020 deferred shares of £0.999 each;
- 1.2 the 163,028 authorised and issued A ordinary shares of £1.00 each in the capital of the Company be and are hereby sub-divided into 163,028 ordinary shares of £0.001 each and 163,028 deferred shares of £0.999 each;
- 1.3 the 242,636 authorised and issued B ordinary shares of £0.7222615 each in the capital of the Company be and are hereby sub-divided into 242,636 ordinary shares of £0.001 each and 242,636 B deferred shares of £0.7212615 each;
- 1.4 the 60,782 authorised and issued C ordinary shares of £0.001 each be and are hereby redesignated as ordinary shares of £0.001 each; and
- 1.5 the 415,564 authorised and issued D ordinary shares of £0.01 each in the capital of the Company be and are hereby sub-divided into 415,564 ordinary shares of £0.001 each and 415,564 D deferred shares of £0.009 each;

each such shares having the rights and privileges set out in the new articles of association of the Company to be adopted pursuant to resolution 5 below.

2. **THAT** the share capital of the Company be increased from £538,011.06 to £538,358.49 by the creation of 347,429 ordinary shares of £0.001 each.



3. **THAT** the directors be and are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 ("Act") to exercise all the powers of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act) up to an aggregate nominal amount of £347.43 provided that:-
- 3.1 such authority shall expire on the day preceding the fifth anniversary of the passing of this resolution save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred had not expired; and
- 3.2 such authority shall be in substitution for and shall replace any existing authority pursuant to the said section 80 which existing authority is accordingly revoked.
4. **THAT**, by virtue of Section 95(1) of the Companies Act 1985, Section 89(1) shall not apply to the allotment of shares pursuant to the authority granted by resolution 3 above.
5. That the regulations annexed hereto and signed by the Chairman for the purpose of identification be adopted as the articles of association of the Company to the exclusion of all existing regulations.

Signed:  Signed:

For and on behalf of 3i Group plc acting by its duly authorised attorney For and on behalf of Bell Holdings Limited

Dated: 13 September 2002 Dated:

Signed: Signed:
Mike Hurney Brian Androlia

Dated: Dated:

Signed: Signed:
Cheryl Kendle Kenneth Austin

Dated: Dated:

3. **THAT** the directors be and are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 ("Act") to exercise all the powers of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act) up to an aggregate nominal amount of £347.43 provided that:-

3.1 such authority shall expire on the day preceding the fifth anniversary of the passing of this resolution save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred had not expired; and

3.2 such authority shall be in substitution for and shall replace any existing authority pursuant to the said section 80 which existing authority is accordingly revoked.

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Dated:..... 13 September 2002

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Brian Androlia

Dated:.....

Signed:.....

Cheryl Kendle

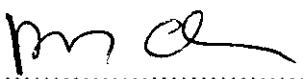
Dated:.....

Signed:.....

Kenneth Austin

Dated:.....

Signed:.....
Julie Ann Austin

Signed: .....
Paul Brazier

Dated:.....

Dated:.....13 September 2002.....

Signed:.....
Joel Wikell

Signed:.....
Paul Raven

Dated:.....13 September 2002.....

Dated:.....13 September 2002.....

Signed:.....
Peter Mowad

Dated:.....13 September 2002.....

We, being the auditors to the Company, hereby acknowledge that a copy of this resolutions was sent to
us on 2002.

Signed:
Murray Smith
Darland House
44 Winnington Hill
Northwich
Cheshire

Dated:

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We, being the auditors to the Company, hereby acknowledge that a copy of this resolutions was sent to us on 2002.

Signed:
Murray Smith
Darland House
44 Winnington Hill
Northwich
Cheshire

Dated:

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

4TV LIMITED

("COMPANY")

Company number: 2138358

Adopted by written resolution on: 13th September 2002

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Definitions

1. In these articles the following words and phrases have the meanings set out opposite them below:-

'3i'	3i Group plc and 'a member of the 3i Group' shall mean 3i, any subsidiary of 3i and any company of which 3i is a subsidiary;
'Act'	the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force;
'Bad Leaver'	means an Employee Member who is not a Good Leaver;
'Benefits'	all salary, fees and emoluments including sums paid by way of expenses allowance (if taxable), pension contributions and the cash value of benefits in kind;
'Board'	means the board of directors of the Company from time to time;
'BHL'	Bell Holdings Limited and 'a member of the BHL Group' shall mean BHL, any subsidiary of BHL and any company of which BHL is a subsidiary;
'Connected Persons'	as defined by section 839 Income and Corporation Taxes Act 1988;
'a Controlling Interest'	an interest in shares (as defined in Schedule 13 Part 1 and section 324 of the Act) in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;
'Deferred Shares'	deferred shares, B deferred shares and D deferred shares;
'Employee Member'	a person who is or has been a director and an employee of the Company or any of its

subsidiaries;

'Employee Trust'

a trust approved by the holders of 75% of the ordinary shares in the capital of the Company and whose beneficiaries are the bona fide employees of the Company or any of its subsidiaries;

'Equity Shares'

ordinary shares in the capital of the Company;

'Family Trust'

a trust which only permits the settled property or the income therefrom to be applied for the benefit of:-

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

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

'Good Leaver'

means an Employee Member:

- (a) who ceases to be an Employee

Member as a result of his death, permanent incapacity due to ill health (except where such ill-health arises as a result of an abuse of drink or drugs) entitling the Company to dismiss him or which, in the opinion of the Board, is sufficiently serious to prevent him from carrying out his normal duties, or retirement in accordance with the terms of his contract of employment; or

- (b) whose contract of employment is terminated by the Company other than (i) in circumstances justifying summary dismissal or (ii) for reasons determined by the Board to relate to the performance of his duties; or
- (c) who ceases to be an Employee Member following his resignation from the Company after the expiry of 18 months from the later of: (i) the date of these articles or (ii) the date on which such person became an Employee Member; or
- (d) who does not fall within categories (a) to (c) above, but is determined by the Board in their absolute discretion to be a Good Leaver.

‘Independent Expert’

an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales;

‘Investors’

Mike Hurney, Brian Androlia, Cheryl Kendle, Paul Raven, Peter Mowad and Paul

Brazier and Joel Wikell;

‘Listing’

admission to trading of any part of the share capital of the Company on a Recognised Investment Exchange;

‘Novapal’

Novapal (UK) Limited (company number: 4455766) and 'a member of the Novapal Group' shall mean Novapal, any subsidiary of Novapal and any company of which Novapal is a subsidiary;

‘Original Members’

persons who were members of the Company on the date of the adoption of these articles and the Family Trusts and Privileged Relations of such members;

‘Privileged Relations’

the spouse or widow or widower of the member and the member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's children;

‘Recognised Investment Exchange’

has the same meaning as in section 285 of the Financial Services and Markets Act 2000;

‘Relevant Directors’

the directors and former directors of the Company and its subsidiaries (but only if such directors or former directors or their Connected Persons are interested in shares in the Company) and their Connected Persons but excluding any director appointed by 3i, or by Novapal;

‘Sale’

a sale of the entire issued share capital of the Company;

‘Sale Price’

has the meaning given to it in article 13.2;

‘Table A’

Table A in the Companies (Tables A - F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendments)

Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000.

Application of Table A

2.

- 2.1 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded varied or inconsistent) and the articles hereinafter contained shall be the regulations of the Company
- 2.2 Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.
- 2.3 Each of the shareholders and directors of the Company (from time to time) consent to the processing of their personal data by the Company, its shareholders and directors (each "a Recipient") for the purpose of due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually. The personal data which may be processed for such purposes under this article shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Subject to any confidentiality undertakings given to them by a Recipient, each of the Company's shareholders and directors (from time to time) consent to the transfer of such personal data to persons acting on behalf of any Recipient both within and outside the European Economic Area for the purposes stated above, where it is necessary or desirable to do so.

Share capital

3. The authorised share capital of the Company is £538,358.49 divided into:
 - 358,048 deferred shares of £0.999 each;
 - 242,636 B deferred shares of £0.7212615 each;
 - 415,564 D deferred shares of £0.009 each;
 - 1,424,459 ordinary shares £0.001 each; and
 - 500,000 redeemable preference shares of £0.001 each.

Dividends

4.

- 4.1 Subject to article 4.3, the profits which the Company may determine to distribute shall be distributed amongst the holders of the Equity Shares (pari passu as if the same were one class of share).
- 4.2 The holders of preference shares and/or Deferred Shares in the capital of the Company shall not be entitled to receive any distribution.
- 4.3 Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up (but excluding any premium paid) on the Equity Shares held by them respectively and shall accrue on a daily basis. All dividends are expressed net and shall be paid in cash.

Return of capital

- 5. On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities ("the Remaining Assets") shall be applied in the following order of priority:-
 - 5.1 first in paying to the holders of the preference shares the sum of £1 per preference share held by them at the relevant date; and
 - 5.2 secondly in paying the holders of Deferred Shares the sum of £0.001 per Deferred Share (rounded down to the next integral penny) held by them at the relevant date; and
 - 5.3 the balance of the Remaining Assets (if any) shall be distributed amongst the holders of the Equity Shares (pro-rata to the number of Equity Shares held pari passu as if the same constituted one class of share and disregarding any difference in nominal value or paid up amount or premium).

Redemption

- 6. The preference shares shall be redeemed on the occurrence of a Sale or Listing. On redemption of the preference shares there shall be paid to the holders of such shares the sum of £1.00 per preference share and upon receipt of that amount each such holder shall surrender to the Company the certificate for his shares which are to be redeemed in order that they may be cancelled.

Voting

7. Shares in the Company shall carry votes as follows:-

Equity Shares:	subject to Article 8, one vote per share
Preference shares:	no votes (except at an Extraordinary General Meeting of the preference shareholders)
Deferred Shares:	no votes

The preference shares shall carry the right to receive notice of general meetings of the Company but not the right to attend such meetings.

The Deferred Shares shall not carry the right to receive notice or attend or vote at any general meeting of the Company.

Subject to Article 8, votes on ordinary shares shall be as follows:

- on a show of hands by every member who (being an individual) is present in person or (being a corporation) is present by a representative (in which case each member holding such shares with votes shall have one vote); and
 - on a poll by every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case each member holding shares with votes shall have one vote for each such share held).
8. Whilst Novapal (or any member of the Novapal Group) holds Equity Shares, such Equity Shares shall carry voting rights as follows:-
- whilst the number of Equity Shares held by it are 138,972 whether by a show of hands or on a poll, each such Equity Share shall carry two votes;
 - on the earlier of, 2 December 2002 or such date upon which the number of Equity Shares held by Novapal (or any member of the Novapal Group) exceed 138,972 each such Equity Share, whether by a show of hands or on a poll, shall carry one vote;
 - in any other circumstances on than those set out above in this Article 8, each Equity Share, whether by a show of hands or on a poll, shall carry one vote.

Class rights

9. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the

Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of 75 % of the issued shares of that class.

10. Notwithstanding any other provision of these articles, for so long as it is a holder of Equity Shares, a variation or abrogation of the rights attached to the Deferred Shares whilst the Company is a going concern or during or in contemplation of a winding up, shall only take place with the consent in writing of Novapal (or a member of the Novapal Group as the case may be) in addition to the consent required under Article 9.

Transfer of shares

11. The directors shall refuse to register any transfer of shares made in contravention of the provisions of these articles but (subject to Regulation 24 of Table A) shall not otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.

Permitted and mandatory transfers

12.

Permitted transfers to relations and family trusts

- 12.1 Notwithstanding any other provision in these articles any member may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust of which he is the settlor provided that any transfer of shares to trustees to be held upon a Family Trust made during the lifetime of such member may only be made with the consent in writing of the holders of 75 % of the ordinary shares.

Criteria for consents to Family Trusts

- 12.2 Where the consent of a holder of ordinary shares is requested to a transfer to a Family Trust such consent shall be given when such holder is satisfied:-
- 12.2.1 with the terms of the trust instrument and in particular with the powers of the trustees;

- 12.2.2 with the identity of the proposed trustees;
- 12.2.3 that the proposed transfer will not result in 50% or more in the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
- 12.2.4 that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.

Permitted transfers by Family Trusts

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

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

Permitted intra-group transfers by shareholders

- 12.4 For so long as such shares are fully paid up, notwithstanding any other provisions of these articles, a transfer of any shares in the Company held by any member of the 3i Group may be made between the relevant member in the 3i Group holding such shares and any other member in the 3i Group without restriction as to price or otherwise and any such transfer shall be registered by the directors. If any such transferee ceases to be a member of the 3i Group it shall forthwith transfer the relevant shares to a member of the 3i Group.
- 12.5 For so long as such shares are fully paid up, notwithstanding any other provisions of these articles, a transfer of any shares in the Company held by any member of the Novapal Group may be made between the relevant member of the Novapal Group holding such shares and any other member of the Novapal Group without restriction as to price or otherwise and any sum transfer shall be registered by the directors. If any such transferee ceases to be a member of the Novapal Group it shall forthwith transfer the relevant shares to a member of the Novapal Group.
- 12.6 For so long as such shares are fully paid up, notwithstanding any other provisions of these articles, a transfer of any shares in the Company held by any member of the BHL Group may be made between the relevant member of the BHL Group holding such shares and any other member of the BHL Group without restriction as to price or otherwise and any sum transfer shall be registered by the directors. If any such

transferee ceases to be a member of the BHL Group it shall forthwith transfer the relevant shares to a member of the BHL Group.

Transfers with shareholder approval

- 12.7 Notwithstanding any other provisions of these articles (other than Article 14.2) a transfer of any shares approved by the holders of 75% of the ordinary shares may be made without restriction as to price or otherwise and any such transfer shall be registered by the directors.

Mandatory transfer if trust ceases to be a 'Family Trust'

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

For the purposes of this sub-article the expression 'relevant shares' means and includes the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them.

Mandatory transfer on change of control of shareholder

- 12.9 If a corporate member ceases to be within the control (as such term is defined by section 840 Income and Corporation Taxes Act 1988) of the person(s) who controlled such company on the date on which it became a member of the Company or on the date of adoption of these articles (whichever shall be the later) it shall be deemed to have immediately given a Transfer Notice in respect of all the shares as shall then be registered in its name; provided that this sub-article shall have no application to 3i, BHL and Novapal or to any member of the 3i Group, the Novapal Group or the BHL Group.

Mandatory transfer for a Bad Leaver

- 12.10 An Employee Member shall have given a Deemed Transfer Notice (as defined in Article 13.1) in respect of all of the shares held by such Employee Member if such Employee Member is a Bad Leaver.

Mandatory transfer upon insolvency or bankruptcy

12.11 A shareholder shall have given a Deemed Transfer Notice (as defined in Article 13.1) in respect of all of the shares held by such shareholder if such shareholder shall, at any time after the date of these articles, have:

12.11.1 had an order made (against which such shareholder shall have no right of appeal) or resolution passed for its winding up (other than in connection with a members voluntary winding up);

12.11.2 become insolvent or is unable to pay its debts for the purpose of Section 123 of the Insolvency Act 1986;

12.11.3 had an administrative receiver or receiver or receiver and manager appointed by any person over the whole or any part of its business or assets;

12.11.4 where such shareholder is an individual, been declared bankrupt; or

12.11.5 entered into any composition or arrangement with its creditors generally.

Pre-emption rights

13.

Transfer notices

13.1 Save as otherwise provided in these articles every member who desires to transfer any shares (hereinafter called 'the Vendor') shall give to the Company notice in writing of such desire (in these articles called a 'Transfer Notice'). Where the Transfer Notice is deemed to have been given it is referred to as a Deemed Transfer Notice. Transfer Notices and Deemed Transfer Notices shall constitute the Company the Vendor's agent for the sale of the shares specified therein (hereinafter called 'the Sale Shares') in one or more lots at the discretion of the directors at the Sale Price.

Calculation of the Sale Price

13.2 The Sale Price shall be the price agreed by the Vendor and the directors. If the Vendor and the directors are unable to agree a price within 28 days of the Transfer Notice being given or being deemed to have been given the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair value thereof. In arriving at his opinion the Independent Expert will value the shares on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue

of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. The decision of the Independent Expert as to the Sale Price shall be final and binding.

Right of Vendor to reject partial sales

- 13.3 A Transfer Notice (but not a Deemed Transfer Notice) may contain a condition ('a Total Transfer Condition') that unless all the shares comprised therein are sold by the Company pursuant to this article none shall be sold. Any such provision shall be binding on the Company.

Certification of the Sale Price and right of Vendor to cancel

- 13.4 If the Independent Expert is asked to certify the fair value his certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Vendor. The Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the copy certificate to cancel the Company's authority to sell the Sale Shares unless the shares are to be sold pursuant to a Deemed Transfer Notice. The cost of obtaining the certificate shall be paid by the Company unless the Vendor cancels it in which case the Vendor shall bear the cost.

Pre-emptive offers-general

- 13.5 Once the Sale Price has been determined then unless the Vendor gives a valid notice of cancellation the Sale Shares shall be offered for sale as set out below. All offers made by the Company shall give details of the number and Sale Price of the Sale Shares.

Preliminary offer to a 'Warehouse'

- 13.6 Unless the holders of 75% of the ordinary shares (ignoring any shares which are subject of the Compulsory Employee Transfer) agree otherwise any shares being sold by reason of a Compulsory Employee Transfer shall first be offered to an Employee Trust. Any shares not sold under this sub-article within 21 days of such offer will be offered for sale to the members of the Company as set out below.

First Offer

- 13.7 As soon as Sale Shares become available they shall be forthwith offered for sale by the Company to all holders of Equity Shares (other than the Vendor) pro rata as nearly as may be to the respective numbers of Equity Shares held by such members.

Any offer made by the Company under this sub-article will invite the relevant members to state in writing the maximum number of the shares offered to them they wish to purchase and will remain open for 21 days ('the First Offer Period').

Second Offer

- 13.8 If at the end of the First Offer Period there are any Sale Shares offered which have not been allocated the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them.

This offer will invite the relevant members to state in writing the maximum number of shares they wish to purchase. If there are insufficient Sale Shares to meet the demand then the directors will allocate the Sale Shares pro rata as nearly as may be in proportion to the number of Equity Shares held by the relevant members. This offer will remain open for a further period of 21 days.

Thereafter the Company shall continue to make offers on the same terms while any member continues to state in writing his willingness to purchase all shares offered to him.

Transfer procedure for pre-emptive offers

- 13.9 If the Company finds a purchaser for all or any of the Sale Shares under the terms of this article the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Vendor defaults in transferring Sale Shares the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them.

Transfers free of pre-emption

- 13.10 If the Company does not find purchasers for all of the Sale Shares under the terms of this article the Vendor shall at any time within six months after expiry of the final offer by the Company to its members be free to sell and transfer such of the Sale Shares as have not been so sold to any person at a price which is no less than the Sale Price. However if the Sale Shares were the subject of a Total Transfer Condition such a sale may only be made of all the shares and not part only.

Effect of non-compliance

- 13.11 Any purported transfer of shares otherwise than in accordance with the provisions of these articles shall be void and have no effect.

Suspension of voting rights during compulsory transfer procedure

- 13.12 Unless the Board direct otherwise in writing, any shares held by a shareholder who is compulsorily required to give a Transfer Notice in respect of its shares pursuant to Article 13 or has given a Deemed Transfer Notice (whichever is earlier), will cease to confer the right to be entitled to receive notice of, attend and vote at any general meeting of the Company, or any meeting of the holders of shares with effect from the date notice is given by the Board to such shareholder requiring the service of a Transfer Notice, and shares held by such shareholder will not be counted in determining the total number of votes which may be cast at any such meeting, or for the purposes of a written resolution of any members. That right will be restored immediately upon the Company registering a transfer of such shares in accordance with these articles.

Transfer of control

14.

Transfers prohibited absolutely

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

Transfers permitted where offer is made for shares

- 14.2 Notwithstanding the provisions of Article 12.7, no sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered if as a result of such sale or transfer and registration thereof a Controlling Interest would be obtained in the Company by a person or persons who are not Original Members unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith ("**Purchaser**") and has or have offered to purchase all the Equity Shares at the Specified Price (calculated as set out below) and (if not redeemed) all the preference shares at a price per share of at least £1.00.
- 14.3 Notwithstanding any other the provision of these articles, a variation or abrogation of the rights set out in article 14.2 as at the date of adoption of these articles whilst

the Company is a going concern or during or in contemplation of a winding up, shall only take place with the consent in writing of all of the shareholders.

Transfer permitted where offer for shares is approved

- 14.4 Whenever an offer to purchase all of the Shares is made by an independent third party acting in good faith and approved by the holders of 75% or more of the Equity Shares ("**Approved Offer**"), the holders of 75% of the Equity Shares shall have the right ("**Drag Along Right**") to require (in the manner set out in Article 14.5) all of the other holders of Shares ("**Other Shareholders**") to accept the Approved Offer in full.
- 14.5 It shall be a condition of the Approved Offer that each of the Other Shareholders is required only to warrant full title guarantee to the sale shares to be sold by it and to deliver the share certificates and share transfers in respect of such shares and shall have no further or other obligation and shall have no liability in respect of any other party.
- 14.6 The Drag Along Right may be exercised by the service of notice ("**Drag Along Notice**") to that effect on the Other Shareholders at the same time as, or within five Business Days following the making of the Approved Offer and such notice shall specify:
- 14.6.1 that the Other Shareholders are required to transfer all of their Shares under Article 14.4;
 - 14.6.2 the person to whom they are to be transferred;
 - 14.6.3 the consideration for which the shares are to be transferred; and
 - 14.6.4 the proposed date of transfer not being less than 7 days after the date of service of the Drag Along Notice.
- 14.7 Other than through the default of the Other Shareholders, Drag Along Notices shall be irrevocable but will lapse if the Approved Offer is not completed within 60 days after the date of the Drag Along Notice was served. A further Drag Along Notice may be served if any particular Drag Along Notice lapses.
- 14.8 The form (in cash or otherwise) and amount of the consideration payable for each share to which the Drag Along Notice applies (other than the preference shares) shall be:
- 14.8.1 the consideration to be paid by an independent third party acting in good faith pursuant to the Approved Offer for each share held by the Other

Shareholders pursuant to the Approved Offer ("**Offer Consideration**");
or

14.8.2 the consideration certified by the Company's auditors has not been less favourable than the Offer Consideration.

14.9 On the exercise of the Drag Along Right, each of the Other Shareholders will be bound to accept the Approved Offer in respect of its entire holding of Shares and to comply with the obligations assumed by virtue of such acceptance.

14.10 If any of the Other Shareholders fails to accept the Approved Offer or, having accepted such offer, fails to complete the sale of any of its Shares pursuant to the Approved Offer, or otherwise fails to take any action required of it under the terms of the Approved Offer, any holder of Equity Shares or any persons so authorised by the board of directors of the Company may accept the offer on behalf of the Other Shareholder in question, or undertake any action required under the terms of the Approved Offer on the part of the Other Shareholder in question. In particular, such person may execute the necessary transfer(s) on that Other Shareholder's behalf; and against:

14.10.1 receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant Shares (the receipt being a good discharge to the buyer (under the Approved Offer) ("**Buyer**"), who will not be bound to see to the application of it); and

14.10.2 compliance by the Buyer and, where relevant, the Company with all other terms of the Approved Offer,

deliver such transfer(s) to the Buyer (or its nominee). The board of directors will then authorise registration of the transfer(s) and of the Buyer (or its nominee) as the holder of the Shares so transferred. After registration, the title of the Buyer (or its nominee) as registered holder of such Shares will not be affected by any irregularity in, or invalidity of such proceedings, which will not be questioned by any person. The Other Shareholder will, in such a case, be bound to deliver up its certificate for its Shares to the Company, or a statutory declaration of loss (as appropriate) whereupon the Other Shareholder will be entitled to receive the purchase price for such Shares.

Calculation of the Specified Price

14.11 In this article the 'Specified Price' means the greater of:

(1) the subscription price per share; and

- (2) • the consideration (in cash or otherwise) per share equal to that offered or paid or payable by the proposed transferee or his or their nominees for the shares being acquired, plus
- the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable.

In the event of disagreement the calculation of the Specified Price shall be referred to an Independent Expert whose decision shall (in the absence of manifest error or fraud) be final and binding.

Interpretation

14.12 In this article:

14.13 the expressions 'transfer' and 'transferee' shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment;

14.14 the expression 'shares' includes bearer shares, depository receipts and any other security or instrument into which shares may be converted with a view to a sale;

14.15 whether or not persons are acting in concert will be determined by the then most recent edition of the City Code on Takeovers and Mergers.

Primacy of article

14.16 All other regulations of the Company relating to the transfer of shares and the rights to registration of transfers shall be read subject to the provisions of this article.

Appointment of directors

15. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director. In addition, the holders of shares representing more than half of the shares which carry the right to attend and vote at general meetings of the Company may by notice to the Company together appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

3i appointee

16. Notwithstanding any other provisions of these articles, so long as 3i is the holder of any share in the Company, it shall be entitled to appoint as a director of the Company any person approved by the directors (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. The remuneration and reasonable expenses to be paid to the 3i appointee shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such reasonable sum as shall be fixed by 3i. Upon request by 3i, the Company shall also procure that the 3i appointee be appointed a director to any subsidiary of the Company.

Novapal appointee

17. Notwithstanding any other provisions of these articles, so long as Novapal is the holder of any share in the Company, it shall be entitled to appoint as a director of the Company any person approved by the existing directors (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place.

BHL appointee

18. Notwithstanding any other provisions of these articles, so long as BHL is the holder of any share in the Company, it shall be entitled to appoint as a director of the Company any person approved by the existing directors (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place.

Investors appointee

19. Notwithstanding any other provisions of these articles, so long as the Investors (or any of them) are the holders of any share in the Company, they shall be entitled to appoint as a director of the Company any one person (in aggregate) approved by the existing directors (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. Provided that, if the Investors disagree (as between themselves) in respect of any such appointment of any such director, no director shall be considered for appointment by the directors until such time as the Investors have unanimously agreed upon the nomination of any such individual.

Meetings of directors

20. Notice of every meeting of the directors shall be given to each director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Meetings of the directors may, be held by conference telephone or similar equipment, so long as all the participants can hear each other. Such meetings shall be as effective as if the directors had met in person.

Directors' conflicts of interest

21.

- 21.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-

- 21.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 21.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 21.1.3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 21.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 21.1.5 shall be entitled to vote and be counted in the quorum on any matter referred to in the foregoing paragraphs of this article.

21.2 For the purposes of this article:-

- 21.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 21.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 21.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

Lien

- 22. The lien conferred by regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

Calls

- 23. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment."

Seal

- 24. Regulation 6 of Table A shall be modified so as to remove the reference to the company seal and regulation 101 of Table A shall be modified by the insertion of the words ", if the Company has one," after the words "The seal" at the beginning of that regulation.

Indemnity

25.

- 25.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
- 25.2 The Company may purchase and maintain insurance against any liability falling upon its directors or other officers or auditors which arises out of their respective duties to the Company or in relation to its affairs.

Notices

26.

- 26.1 Regulation 111 of Table A is amended by deleting the words "or shall be given using electronic communications" and also by deleting the words "in this regulation, "address" in relation to electronic communications, includes any number or address used for the purposes of such communications". Regulation 113 of Table A is amended accordingly.
- 26.2 A member whose registered address is not within the United Kingdom may give to the Company an address whether within the United Kingdom or elsewhere at which notice may be given to him and he shall be entitled to have notices given to him at that address. Regulation 112 of Table A is amended accordingly.