

THE COMPANIES ACTS 1948 TO 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

ALLIED PUBLICITY SERVICES (MANCHESTER) LIMITED

(passed on the 4th day of April 1997)

We, the undersigned, being all the members of the Company who at the date hereof would be entitled to attend and vote at a General Meeting of the Company convened for the purpose of considering the following resolution, **HEREBY PASS** the following Resolution by way of Written Resolution pursuant to Section 381 A of the Companies Act 1985:

WRITTEN RESOLUTION

THAT the Articles of Association of the Company be amended by the insertion of a new clause 5A relating to transfer of shares as follows:

TRANSFER OF SHARES

"5A No transfer of any shares or any interest in shares shall be made unless the following provisions are complied with in respect of the transfer:

- (i) A member, or person entitled to shares by way of the death or bankruptcy of a member, who wishes to transfer shares or any interest in shares ('the Vendor') shall give to the Company notice in writing ('the Transfer Notice'). A Transfer Notice shall constitute the directors the Vendor's agents for the sale of the shares specified in it ('the Sale Shares') at a price ('the Sale Price') which is agreed upon by the Vendor and the directors or, in the absence of agreement, which the auditors of the Company (acting as experts and not as arbitrators) certify to be in their opinion the fair value of the Sale Shares, as at the date of the Transfer Notice, as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the business of the Company and its subsidiaries as a going concern but taking into account (if it be the case) that the Sale Shares constitute a minority interest.
- (ii) The auditors' certificate shall be binding upon all parties.
- (iii) If the auditors are asked to certify the Sale Price the Company shall within 7 days of the issue of the auditors' certificate send a copy to the Vendor. The

Vendor shall be entitled, by notice in writing given to the Company within 14 days of the copy being sent to him, to withdraw the Transfer Notice. The cost of obtaining the certificate shall be borne by the Company. A Transfer Notice shall not otherwise be revocable without the consent of all the directors of the Company, who may impose such condition upon any consent as they think fit, including a condition that the Vendor bears all associated costs.

- (iv) Upon the Sale Price being agreed or certified and provided the Vendor does not withdraw the Transfer Notice in accordance with paragraph (iii), the directors shall promptly, by notice in writing, offer the Sale Shares to the holders of the remaining shares at the Sale Price pro rata to their existing holdings. The offer shall be open for a period of ~~21~~²⁴ days from the date of such notice ('the Acceptance Period'). If within the Acceptance Period the offerees apply for all or any of the Sale Shares the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst the applicants for any of the Sale Shares, in the case of competition, in proportion to their then existing holdings of shares (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by him). MS
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- (v) If within the Acceptance Period applications are received from one or more of the offerees ('the Transferees') in respect of all or any of the Sale Shares, the directors shall promptly give notice in writing ('the Acceptance Notice') to the Vendor specifying the number of Sale Shares applied for and the place and time (being not earlier than 7 and not later than ~~21~~²⁴ days after the date of the Acceptance Notice) at which the sale shall be completed. MS
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- (vi) The Vendor shall be bound to transfer the Sale Shares, or such of the Sale Shares as are applied for, to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares (or, if only some of the Sale Shares have been applied for, the corresponding proportion of the Sale Price for all the Sale Shares) shall be made to the directors as agents for the Vendor. If the Vendor fails to transfer the Sale Shares, or such of the Sale Shares as are applied for, the chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the Sale Shares, or such of the Sale Shares as are applied for, to the Transferees against payment of the Sale Price, or the corresponding proportion of the Sale Price, to the Company. On payment to the Company, the Transferees shall be deemed to have obtained a good discharge for this payment. On execution and delivery of the transfers, the Transferees shall be entitled to require their names to be entered in the register of members as the holders by transfer of the Sale Shares or such of the Sale Shares as are applied for. The Company shall pay the Sale Price into a separate bank account in the Company's name and hold it in trust for the Vendor, after deducting any fees or expenses falling to be borne by the Vendor. After the names of the Transferees have been entered in the register of members in purported exercise of the above powers, the validity of the proceedings shall not be questioned by any person.

- (vii) If the offer of the Sale Shares at the Sale Price is not accepted in whole or is accepted in part only within the Acceptance Period, the Vendor may during the period of 3 months following the expiry of the Acceptance Period transfer all and any of the remaining Sale Shares to any person at a price not being less than the Sale Price or a due proportion thereof. The directors may require to be satisfied that the Sale Shares transferred under this paragraph are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the purchaser and, if not so satisfied, may refuse to register the relevant instrument of transfer. A director who is, or is nominated by, the Vendor shall not be entitled to vote at any board meeting at which a resolution to the sale is proposed.
- (viii) Notwithstanding the above, the directors may decline to register a transfer of a share on which the Company has a lien.
- (ix) If a relevant event occurs in relation to a member, he shall be deemed to have given a Transfer Notice in respect of all shares of each class held by him or by any nominee for him immediately prior to the event. For the purposes of this Article the following shall be deemed to be a relevant event:
 - (a) a direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that all or any of the shares be allotted, issued or transferred to some person other than himself;
 - (b) a sale or other disposition of any beneficial interest or voting rights in a share (whether or not for consideration) by a member otherwise than in accordance with the above provisions and whether or not made in writing;
 - (c) the death of a member;
 - (d) the bankruptcy of a member. ;

The Transfer Notice shall be deemed to relate to all the shares held by the member referred to.

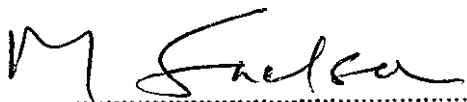
- (x) Any Transfer Notice deemed to have been given under paragraph (ix) of this Article shall be deemed to contain a provision, binding on the Company, that unless all the Sale Shares comprised in it are sold by the Company pursuant to this Article none shall be sold. Paragraph (iii) of this Article shall not apply in so far as it entitles the Vendor to withdraw the Transfer Notice. Where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him he shall not be entitled to withdraw it.
- (xi) For the purpose of ensuring that a transfer of shares is duly authorised, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given, the directors may require a member, the legal representatives of

a deceased member, the Trustee in bankruptcy of a bankrupt member, the liquidator of a corporate member or a person named as transferee in a transfer lodged for registration to furnish to the Company such information and evidence as the directors think fit regarding any matter they deem relevant to that purpose. If the information or evidence is not furnished to the satisfaction of the directors within a reasonable time after the request, the directors shall be entitled to refuse to register the transfer in question. In a case where no transfer is in question or if the information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the directors shall be entitled within a reasonable time to require, by notice in writing given to the registered holder, that a Transfer Notice be given in respect of the shares concerned. A director who is, or is nominated by, the Vendor or the holder of the shares concerned shall not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned is proposed. If the directors require that a Transfer Notice be given and it is not duly given within one month from the date of its being required, the Transfer Notice shall be deemed to have been given at the expiration of the month and the provisions of this Article shall take effect accordingly.

(xii) The restrictions on transfer contained in this Article shall not apply to:-

- (a) a transfer approved in writing by all the members; or
- (b) a transfer of shares held by the trustees of a trust to reflect the removal and retirement of existing trustees and/or appointment of new trustees;
or
- (c) a transfer by the trustees of a trust to a beneficiary of shares to which the beneficiary is or becomes entitled under or in accordance with the provisions of that trust.

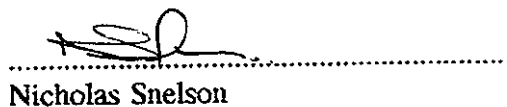
(xiii) The directors may in their absolute discretion refuse to register any transfer unless such transfer is made pursuant to paragraph (xii) of this Article."



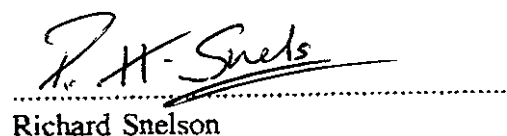
Malcolm Snelson



Gillian Mary Snelson



Nicholas Snelson



Richard Snelson