

**Company No. 2273881**

THE COMPANIES ACT 1985
AND
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION

of

PROMOTION AND DISPLAY TECHNOLOGY LIMITED ("the Company")

(circulated on 3 March 2008)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution ("Resolution")

SPECIAL RESOLUTION

THAT -

- (A) each of the 100 Ordinary "B" Shares of £1 00 each in the Company and each of the 654 Ordinary "A" Shares of £1 each in the Company that are held by David Holder be re-designated as an "A" Ordinary Share of £1 00 having the rights and being subject to the restrictions set out in the Articles of Association of the Company adopted pursuant to paragraph (E) below,
- (B) each of the 306 Ordinary "A" Shares of £1 00 each and each of the 100 Ordinary "B" Shares of £1 00 each in the Company that are registered in the name of Jarib Inc be re-designated as a "B" Ordinary Share of £1 00 having the rights and being subject to the restrictions set out in the Articles of Association of the Company adopted pursuant to paragraph (E) below,
- (C) 17,261 of the authorised but unissued Ordinary Shares of £1 each in the Company be redesignated as 17,261 "A" Ordinary Shares of £1 00 having the rights and being subject to the restrictions set out in the Articles of Association of the Company adopted pursuant to paragraph (E) below and the balance 1,579 of such authorised but unissued Ordinary Shares of £1 each in the Company be redesignated as 1,579 "B" Ordinary Shares of £1 having the rights and being subject to the restrictions set out in the Articles of Association of the Company adopted pursuant to paragraph (E) below,
- (D) the directors be and they are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot relevant securities (within the meaning of that section) up to an aggregate nominal amount of £2,890 provided that this authority is for a period expiring 5 years from the date of this resolution but 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 notwithstanding that the authority conferred by this resolution has expired. This authority is in substitution for all subsisting authorities which are hereby revoked,

- (E) the Articles of Association in the form attached to this Resolution be adopted as the new Articles of Association of the Company to the exclusion of the existing Articles of Association;
- (F) all and any rights of pre-emption that the members of the Company might have in relation to the allotment and issue of a total of 1,579 B Ordinary Shares of £1 00 each and 1,311 A Ordinary shares of £1 each in the Company in accordance with the terms of a Shareholders' Agreement dated ^{3 March} February 2008 and made between the Company, David Holder, KAR (UK) and Alex Pfeffer (howsoever arising) be and are hereby waived for all purposes

AGREEMENT


Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, being all the persons entitled to vote on the Resolution on ^{3 MARCH} February 2008 hereby irrevocably agree to the Resolution

Signed by DAVID HOLDER
Date


3 MARCH 2008

Signed by JARIB INC (acting by its
attorney, Alex Pfeffer)
Date


3 MARCH 2008

NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company or delivering it to a meeting of the directors of the Company
- 2 If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless, by ^{31 MARCH} 2008, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

D.H.

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PROMOTION AND DISPLAY TECHNOLOGY
LIMITED

(Adopted by Special Written Resolution passed on
3 MARCH 2008 ~~2007~~)

1 Preliminary

1.1 In these Articles

the "Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force, including any such modification or re-enactment contained in the Companies Act 2006 in force at the relevant time,

"A Director" means a Director appointed by the A Shareholder,

"A Shareholder" means the holder for the time being of all the A Shares;

"A Shares" means A ordinary shares of £1 each in the capital of the Company;

"Acceptance Period" means the period during which any offer made under Articles 6 4 or 6 5 6 (and if more than one, the later offer) is open for acceptance by the relevant Shareholders,

"B Director" means a Director appointed by the B Shareholder,

"B Shareholder" means the holder for the time being of all of the B Shares;

"B Shares" means B ordinary shares of £1 each in the capital of the Company,

"Control" shall be determined by reference to the provisions of Section 416 Income and Corporation Tax Act 1988 and a "Change of Control" when applied to any Shareholder shall be deemed to have occurred if any person who Controls such Shareholder at the date of the adoption of these Articles (or the date such person becomes a Shareholder if later) subsequently ceases to Control it or if any person subsequently acquires Control of it,

"Director" means a director of the Company for the time being,

"Event of Default" means all or any of the matters set out in Article 7 1,

"Excluded Person" means:

- (a) any Shareholder (or other person entitled to Shares) who may be required to give a Transfer Notice under Article 7 1 (and so that such Shareholder or other person shall be an Excluded Person throughout such time as a Transfer Notice may be required to be given, but not thereafter),
- (b) any Shareholder or other person who has been required to give a Transfer Notice under Article 7.1 (whether or not that requirement has been complied with), but so that such Shareholder or other person shall cease to be an Excluded Person if, at the end of the Acceptance Period, the Company has failed to find Shareholders wishing to purchase all the Sale Shares the subject of the Transfer Notice,

"Family Trust" means, in relation to a Shareholder, a trust (whether arising under a settlement, declaration of trust, supplemental disposition or on an intestacy) under which the only persons being (or capable of being) beneficiaries are that Shareholder and/or his Privileged relations and/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 income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except such charity or charities), and no power of control over the voting powers conferred by such Shares is exercisable at any time by or subject to the consent of any person other than the trustees as trustees or such Shareholder or his Privileged Relations,

"Insolvency Event" means -

- (a) in respect of any individual, such individual being declared bankrupt pursuant to the Insolvency Act 1986,
- (b) in respect of any company, that company ceasing to trade or having a receiver, administrative receiver, administrator or manager appointed over the whole or any material part of its assets or undertaking, or becoming insolvent or going into liquidation (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation), compounding with its creditors generally or suffering any similar action in consequence of debt,

"the Prescribed Price" means the price per Sale Share specified in a Transfer Notice or (if no price is specified) the price per Sale Share agreed or determined pursuant to Articles 6 2 and 6.3,

"Privileged Relation" means in relation to any Shareholder, the Shareholder's spouse or widow or widower and the Shareholder's children or grandchildren or their issue (including for this purpose any step or adopted child),

"Proposing Transferor" means a Shareholder proposing to transfer Shares,

"**Purchaser**" means a Shareholder accepting an offer to purchase Shares comprised in a Transfer Notice,

"**Relevant Agreement**" means any agreement relating to the management and/or affairs of the Company which is binding from time to time on the Company and the Shareholders,

"**the Sale Shares**" means all Shares comprised in a Transfer Notice,

"**Shareholder**" means a holder of Shares,

"**Shares**" means a share in the capital of the Company of whatever class,

the "**Statutes**" means the Act and the Companies Act 2006 to the extent in force at the relevant time and every other Act concerning companies and affecting the Company,

"**Table A**" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985, the Companies (Tables A to F) Amendment Regulations 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 and as otherwise amended prior to the adoption of these Articles. References to regulations are to regulations in Table A,

"**Third Party Purchaser**" has the meaning given to it in Article 6 9,

"**Transfer Notice**" means a written notice served or deemed to be served by a Shareholder on the Company in accordance with Articles 4 3, 4 4, 6 1 or 7 1

- 1 2 If at any time the A Shares or the B Shares shall be held by more than one member, references in these Articles to the A Shareholder or the B Shareholder shall, unless the context otherwise requires, be construed as all the holders of the A Shares or the B Shares (as the case may be) acting by the decision of the holders of more than 50 per cent of such Shares
- 1 3 Except as they are excluded or varied by these Articles, the regulations contained in Table A shall apply to the Company
- 1 4 Regulations 24, 40, 41, 50, 54, 65, 88, 89, 91, 94 to 98 (inclusive), 101 and 118 shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company
- 1 5 In these Articles, words importing a gender include every gender and references to persons shall include bodies corporate, unincorporated associations and partnerships
- 1 6 A person shall be deemed to be "**connected**" with another person for the purposes of these Articles if he would be so connected under Section 839 Income and Corporation Taxes Act 1988
- 1 7 References in these Articles to a "**transfer**" of Shares or any similar expression will be deemed to include (without limitation)

- 1 7 1 any sale or other disposition of the legal or equitable interest in a Share (including any voting right attached to a Share) ("Interest"),
- 1 7 2 the creation of any mortgage, charge, pledge or other encumbrance over any Interest,
- 1 7 3 any direction by a Shareholder entitled to an allotment or issue of Shares that a Share be allotted or issued to some person other than himself, and
- 1 7 4 any grant of an option to acquire either or both of the legal and equitable ownership of any Share by any Shareholder entitled to any such Share
- 1 8 Words and expressions defined in or for the purposes of the Statutes or Table A shall, unless specified to the contrary in these Articles, have the same meaning in these Articles
- 1 9 The headings in these Articles shall not affect their construction or interpretation
- 2 **Shares**
- 2 1 The share capital of the Company at the date of the adoption of these Articles is £20,000 divided into 18,015 A Shares and 1,985 B Shares
- 2 2 The A Shares and the B Shares shall be separate classes of Shares but save as hereinafter otherwise provided shall carry the same rights and privileges and shall rank pari passu in all respects
- 2 3 The provisions of section 89(1) and sections 90(1) to (6) (inclusive) of the Act shall not apply to the Company
- 3 **Lien and forfeiture**
- 3 1 The lien conferred by regulation 8 shall apply to
 - 3 1 1 all Shares whether fully paid or not,
 - 3 1 2 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,
- and shall be for all indebtedness or other liability to the Company of any member
- Regulation 8 shall be modified accordingly
- 4 **Transfers of Shares**
- 4 1 The Directors shall be required (subject to Article 4 2) to register any transfer of Shares made in accordance with the provisions of these Articles, provided that the transferee has, if required by the terms of a Relevant Agreement, first entered into a deed of adherence in accordance with that Relevant Agreement The Directors shall not register any transfer of Shares not so made
- 4 2 The Directors may refuse to register a transfer unless

4.2.1 it is lodged at the registered office or such other place as the Directors may appoint and is accompanied by the certificate for the Shares to which it relates (or a suitable indemnity in lieu thereof) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer,

4.2.2 it is in respect of only one class of Share,

4.2.3 it is in favour of not more than four transferees,

and may also refuse to register

4.2.4 the transfer of a Share which is not fully paid to a person of whom they do not approve,

4.2.5 the transfer of a Share on which the Company has a lien, and

4.2.6 the transfer of a Share to a bankrupt, a minor or a person of unsound mind

4.3 For the purpose of ensuring that a particular transfer of Shares is permitted under the provisions of these Articles or that no circumstances have arisen by reason of which a Transfer Notice may be required to be given under Article 7.1, the Directors may request the Proposing Transferor, or the person named as transferee in a Transfer Notice lodged for registration or any Shareholder or past Shareholder or the personal representatives or trustee in bankruptcy, administrator, receiver or liquidator of any Shareholder, 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 or (where no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the Shares concerned and the provisions of Article 7.2 and 7.3 will apply

4.4 Without prejudice to Article 4.3, in the case of Shares held in a Family Trust, if on request by the Directors the Family Trust fails to furnish the Company with such information and evidence as the Directors may reasonably think necessary or relevant to satisfy the Directors regarding the identity of the beneficiaries of the Family Trust within a period of 28 days after such request, the Directors shall be entitled to require by notice in writing to the trustees of the Family Trust that a Transfer Notice be given in respect of the relevant Shares and the provisions of Articles 7.2 and 7.3 shall apply

5 Permitted Transfers

5.1 Any Share may be transferred

5.1.1 Subject to Article 5.2, by a Shareholder (being an individual not being in relation to the Shares in question a holder thereof as a trustee of a Family Trust) to a trustee or trustees to be held upon a Family Trust of such Shareholder, or

- 5 1 2 by any Shareholder (being an individual not being in relation to the Shares in question a holder thereof as a trustee of a Family Trust) to a Privileged Relation of such Shareholder,
 - 5 1 3 when required by, and in accordance with, Article 7, or
 - 5 1 4 pursuant to Article 8;
 - 5 1 5 in accordance with the prior written agreement, or with the prior written consent, all the Shareholders, or
 - 5 1 6 as permitted by a Relevant Agreement
- 5 2 A transfer to a Family Trust shall only be made if the Board is satisfied (acting reasonably)
- 5 2 1 with the terms of the trust instrument and in particular with the powers of the trustees,
 - 5 2 2 with the identity of the proposed trustees (not to be unreasonably withheld or delayed), and
 - 5 2 3 that the proposed transfer will not result in 50% or more in the aggregate of the Company's issued Shares being held by trustees of that and any other trusts
- 5 3 Where any Shares are held by trustees upon a Family Trust
- 5 3 1 on any change of trustees such Shares may be transferred to the new trustees of that Family Trust, and
 - 5 3 2 such Shares may be transferred at any time to the individual Shareholder who originally transferred such Shares to such Family Trust or to the trustees of another Family Trust of that Shareholder or to any Privileged Relation of that Shareholder.
- 6 Pre-emption Provisions**
- 6 1 Except for transfers made pursuant to Articles 5 1 1, 5 1 2, 5 1 5, 5 1.6 and 5 3, before transferring Shares the Proposing Transferor must serve a written notice on the Company specifying
- 6 1 1 the number of Shares that the Proposing Transferor wishes to transfer, which may be all or any part of his holding of Shares,
 - 6 1 2 (at his option) the price at which the Proposing Transferor wishes to sell such Shares;
 - 6 1 3 (at his option) the identity of any person who has agreed to purchase his Shares,
- and the Transfer Notice shall constitute the Company as his agent for the sale of such Sale Shares at the Prescribed Price to any Shareholder or Shareholders Except as

provided in Article 6 6, a Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors. No Transfer Notice may be given by an Excluded Person unless that Excluded Person has been required to give a Transfer Notice under Article 7 1;

- 6 2 Forthwith following receipt of a Transfer Notice which does not specify a Prescribed Price, the Directors shall seek to agree the Prescribed Price with the Proposing Transferor. In the event that the Prescribed Price is not agreed within fourteen days of receipt of the Transfer Notice by the Company the Directors shall request that the President for the time being of the Institute of Chartered Accountants nominate an individual accountant ("Expert") (acting as an expert and not as an arbitrator) to determine the Prescribed Price. The costs of such Expert shall be paid as he shall determine including (subject to the Statutes) by the Company.
- 6 3 The Company shall use all reasonable endeavours to procure that the Expert shall within fourteen days of such a request notify to the Company his determination of the Prescribed Price, being the value of each Sale Share calculated on the following basis -
- 6.3 1 by determining the sum which a willing purchaser would offer to a willing vendor for all of the issued Shares,
- 6.3 2 by dividing the resultant figure by the number of Shares in issue,
- 6 3 3 by making such adjustment (if any) as the Expert considers necessary to allow for any rights which may be outstanding under which any person may call for the issue of further Shares,
- 6.3.4 by making such other adjustment as the Expert considers appropriate in the circumstances; provided that no adjustment shall be made to reflect any premium or discount arising in relation to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Shares
- 6 4 The Sale Shares held by the Proposing Transferor shall, within fourteen days following receipt of the Transfer Notice or (in a case falling within Article 6 2) agreement or determination of the Prescribed Price be offered by the Company to each Shareholder holding Shares of the same class as the Sale Shares (other than the Proposing Transferor and any Excluded Person) for purchase at the Prescribed Price. All offers shall be made by notice in writing and shall be limited in time (being between twenty-eight and forty-two days inclusive) within which the offer must be accepted or, in default, will be deemed to have been declined. A copy of such offers shall at the same time be sent by the Company to the Proposing Transferor
- 6.5 The Company shall offer the Sale Shares on the following basis -
- 6 5 1 if there is more than one Shareholder to whom an offer is to be made, the Sale Shares shall be offered to such Shareholders in proportion as nearly as may be to their existing holdings of Shares of the same class as the Sale Shares, and the Directors' decision as to the number of Sale Shares to be so offered to each of such Shareholders shall be conclusive;

- 6 5 2 any Shareholder to whom Sale Shares are offered may accept all or some only of the Sale Shares offered to him,
- 6 5.3 each Shareholder to whom the offer is made (if more than one) shall be invited to indicate whether, if he accepts the number of Sale Shares offered to him pursuant to Article 6 5 1, he wishes to purchase any Sale Shares offered to other Shareholders in the same offer which they decline to accept (such Sale Shares being referred to as "Excess Shares"), and if so the maximum number which he wishes to purchase;
- 6 5 4 if there are any Excess Shares they shall be allocated between the Shareholders who have indicated that they wish to purchase Excess Shares. If the number of Excess Shares available is insufficient the Excess Shares shall be allocated between the Shareholders seeking to purchase them as follows
- 6 5 4 1 any Shareholder who has sought to purchase no more than his proportionate entitlement of Excess Shares (calculated by reference to the proportion of the total holdings of Shares of Shareholders seeking to purchase Excess Shares represented by that Shareholder's holding) shall be allocated all the Excess Shares he sought to purchase,
- 6 5 4 2 any Shareholder or Shareholders who sought to purchase more than their proportionate entitlement of Excess Shares shall have the number of Excess Shares applied for scaled down and (if more than one) in proportion to their respective holdings of Shares,
- 6 5 5 subject to the provisions of this Article 6 5 and Article 6 6, each Purchaser shall be bound to purchase the Sale Shares allocated to him under the provisions of this Article 6 5 at the Prescribed Price,
- 6 5 6 if any Excess Shares or all the Sale Shares are declined by the other Shareholders holding Shares of the same class as the Sale Shares (or if there are no such holders or no such holders other than Excluded Persons) the Company shall offer the Sale Shares so declined for purchase at the Prescribed Price to all Shareholders holding Shares of the other class or classes (other than the Proposing Transferor and any Excluded Person) and the provisions of the final two sentences of Article 6.4 and of Articles 6 5 1 to 6 5 5 shall apply mutatis mutandis
- 6 6 Not later than three Business Days following the expiration of the Acceptance Period the Company shall give written notice to the Proposing Transferor stating either -
- 6 6 1 if it is the case, that no Shareholder has sought to purchase any of the Sale Shares, or, otherwise
- 6 6 2 the number of Sale Shares which Shareholders have sought to purchase, giving the name and address of each Purchaser and the number of Sale Shares to be purchased,
- and so that in the event that Purchasers have been found in the Acceptance Period for some only of the Sale Shares the Proposing Transferor may within seven days of

service on him of notice under this Article 6.6 revoke his Transfer Notice by written notice to the Company

- 6.7 In the event that the Proposing Transferor is given notice under Article 6.5 (and subject to the Proposing Transferor not revoking his Transfer Notice in accordance with Article 6.6, where possible) the Proposing Transferor shall be bound, on payment of the Prescribed Price, to transfer the Shares in question to the respective Purchasers with full title guarantee and free of Encumbrances and with all rights attached to them as at the date of service or deemed service of the Transfer Notice. The sale(s) and purchase(s) shall be completed at the registered office of the Company during normal business hours on the first Business Day after the expiry of fourteen days from the date of service of notice under Article 6.6. On Completion of the transfer(s), the Proposing Transferor shall deliver to the Purchaser(s) (a) duly executed transfer(s) of the Sale Shares to be sold accompanied by the relevant certificate or certificates and the Purchasers shall pay to the Proposing Transferor the relevant purchase price for the Sale Shares to be acquired by them respectively. In addition, the Proposing Transferor shall resign as a Director or procure the resignation of any Director nominated by him to the Board.
- 6.8 If a Proposing Transferor, having become bound to transfer any Sale Shares to a Purchaser, shall fail to do so, the Directors may authorise any person to execute on behalf of, and as attorney for, the Proposing Transferor any necessary instruments of transfer and shall register the Purchaser as the holder of the Shares. The Company's receipt of the purchase money shall be a good discharge to the Purchaser, and the Company shall thereafter hold the same on trust for the Proposing Transferor. After the name of the Purchaser has been entered in the Register of Members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.
- 6.9 The Proposing Transferor may, subject to Article 6.10, transfer Sale Shares to any third person or persons ("Third Party Purchaser") in the following circumstances:
- 6.9.1 if the Company shall fail within the Acceptance Period to find a Purchaser or Purchasers for any of the Sale Shares, the Proposing Transferor may sell all (but not some only) of the Sale Shares to the Third Party Purchaser,
- 6.9.2 if the Company shall within the Acceptance Period find a Purchaser or Purchasers for some (but not all) of the Sale Shares, and serves notice accordingly under Article 6.6, the Proposing Transferor may sell all of the Sale Shares for which no Purchaser has been found to the Third Party Purchaser, but so that if the Proposing Transferor revokes his Transfer Notice under Article 6.6 he may sell all (but not some only) of the Sale Shares to the Third Party Purchaser.
- 6.10 The provisions of Article 6.9 are subject to the following restrictions:
- 6.10.1 Shares may not be sold after the expiry of three months after the date on which notice is given under Article 6.6,
- 6.10.2 Shares must be sold on a bona fide sale at a price not being less than the Prescribed Price, the Directors may require to be satisfied that the Shares are being transferred in pursuance of a bona fide sale for the consideration stated

in the instruments of transfer without any deduction, rebate or allowance whatsoever to the Third Party Purchaser,

6 10 3 no Shares may be transferred pursuant to Article 6 9 to any person who is an Excluded Person unless the Directors resolve to approve such transfer or disposal,

6 10 4 if the identity of the Third Party Purchaser was not disclosed in the Transfer Notice and the Board does not approve of the identity of such Third Party Purchaser it shall be entitled to refuse to register the transfer, but without prejudice to the Proposing Transferor's right to serve another Transfer Notice disclosing the identity of the proposed Third Party Purchaser

6 11 The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares with the consent of all Shareholders who would otherwise have been entitled to have such Shares offered to them in accordance with this Article 6

7 Compulsory Transfers

7 1 If a Shareholder (the "Defaulting Shareholder") shall -

7 1 1 commit a material breach or shall commit persistent breaches of these Articles or of any Relevant Agreement which, if capable of remedy, have not been so remedied within 20 Business Days of any other Shareholder serving notice on the Defaulting Shareholder requiring such remedy, or

7 1 2 be the subject of an Insolvency Event, or

7 1 3 suffer a Change of Control, or

7 1 4 die,

then either (i) the Directors or (ii) any other Shareholder or Shareholders holding individually or collectively not less than 25 per cent of the total issued Shares at the relevant time (the "Other Shareholder(s)") may, without prejudice to any other rights and remedies which he/they may have, at any time during the 60 Business Days following an Event of Default coming to the notice of the Directors or the Other Shareholder(s) (as the case may be), serve a written notice of the Defaulting Shareholder (which shall include a person entitled to a Share in consequence of the death of the Defaulting Shareholder or an Insolvency Event occurring in relation to a Defaulting Shareholder) and on any Shareholder who has acquired Shares from that person pursuant to Articles 5 1 1 or 5 1 2 (whether directly or by a series of transfers) ("Permitted Shareholders") requiring the Defaulting Shareholder and any Permitted Shareholders to give a Transfer Notice without specifying a Prescribed Price in respect of all the Shares then registered in the name of the Defaulting Shareholder and any Permitted Shareholders

7 2 A Transfer Notice required to be served by Article 7.1 or Articles 4 3 or 4 4 shall not be capable of revocation under the provisions of Article 6 6 and the Prescribed Price in these circumstances shall be the Prescribed Price determined in accordance with Articles 6 2 and 6.3

- 7.3 In any case where a Transfer Notice has been required to be given in respect of any Shares pursuant to Article 7.1 or Articles 4.3 or 4.4, if a Transfer Notice is not duly given within a period of two weeks of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. Such a deemed Transfer Notice shall not be capable of revocation under Article 6.6.
- 7.4 If the circumstances set out in Articles 7.1.2 or 7.1.4 arise in relation to a Shareholder and, during the 60 Business Days period referred to in Article 7.1, neither the Directors nor any Other Shareholder serves notice requiring the service of a Transfer Notice then any person entitled to Share(s) in consequence of the death of the Defaulting Shareholder or an Insolvency Event occurring in relation to a Defaulting Shareholder may, upon such evidence being produced as the Directors may properly require, elect either to become the holder of the Share(s) or, subject to the provisions of Articles 4, 5 and 6, transfer such Share(s).
- 8 Drag Along**
- 8.1 In this Article 8 a "Qualifying Offer" shall mean an offer in writing by or on behalf of any person ("Offeror") to the holders of all the Shares to acquire all the Shares.
- 8.2 If the holder(s) of not less than 51 per cent in nominal value of the Shares then in issue wish to accept the Qualifying Offer (the "Accepting Shareholder(s)"), then the provisions of this Article shall apply.
- 8.3 The Accepting Shareholder(s) shall give written notice to the remaining Shareholders ("Other Shareholders") of his/their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholder(s).
- 8.4 If any Other Shareholders shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of all the Shares held by them and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholders' behalf, and against receipt by the Company (on trust for such Shareholders) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.
- 8.5 Upon any person, following the issue of a notice pursuant to Article 8.3, becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire Shares ("New Shareholder"), a notice shall be deemed to have been served upon the New Shareholder on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such Shares acquired by him to the Offeror or as the Offeror may direct and the provisions of this Article shall apply mutatis mutandis to the New Shareholder save that completion of the sale of such Shares take place forthwith upon the notice being deemed served on the New Shareholder.

9 General meetings

- 9.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two members present in person (including a duly authorised representative of a corporation) or by proxy, one person being or representing the A Shareholder and one person being or representing the B Shareholder shall be a quorum for all purposes.
- 9.2 If within half an hour from the time appointed for a general meeting a quorum is not present or if during a meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine and each member shall be notified in writing by the Company within 48 hours of the adjournment of such meeting of the date, time and place of the adjourned meeting. If, within one hour from the time appointed for the adjourned meeting a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place or to such time and place as the Directors may determine and each member shall be notified in writing by the Company within 48 hours of the adjournment of such meeting of the date, time and place of the adjourned meeting. If at the second adjourned meeting a quorum is not present within one hour from the time appointed for the meeting, or if during the meeting a quorum ceases to be present, the member(s) present in person (including a duly authorised representative of a corporation) or by proxy or shall constitute a quorum.
- 9.3 A poll may be demanded at any general meeting by the Chairman of the meeting or by any member present in person (including a duly authorised representative of a corporation) or by proxy. Regulation 46 shall be modified accordingly.
- 9.4 The Chairman at any general meeting shall not be entitled to a second or casting vote.
- 9.5 On a show of hands every Shareholder present in person (including a duly authorised representative of a corporation) or by proxy shall have one vote and on a poll every Shareholder so present shall have one vote for every Share of which he is the holder.
- 9.6 An instrument appointing a proxy may be in any usual or common form or in any other form which the Directors may approve, and the Directors may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument.

10 Directors

- 10.1 The A Shareholder shall have the right to appoint and maintain in office one Director who shall be either an A Shareholder or a director of an A Shareholder which is a company or a partner of an A Shareholder which is a partnership. The B Shareholder shall have the right to appoint and maintain in office one Director who shall be either a B Shareholder or a director of a B Shareholder which is a company or a partner of an B Shareholder which is a partnership.

10 2 The A Shareholder shall have the right to remove any Director appointed by the A Shareholder and appoint another Director in its place and the B Shareholder shall have the right to remove any Director appointed by the B Shareholder and appoint another Director in its place

10 3 Any removal or appointment pursuant to Articles 10.1 and 10 2 shall be by notice in writing (signed by the Shareholder lodging the notice) delivered to the secretary of the Company at its registered office or to a meeting of the Directors

10 4 The office of a Director shall be vacated if he is removed from office under this Article 10 Regulation 81 shall be modified accordingly

11 Powers and duties of Directors

11 1 Subject to the provisions of the Statutes, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor Notwithstanding his interest but subject to the provisions of the Statutes a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him

12 Alternate Directors

12 1 Any Director may, by giving notice in writing to the Board, appoint another Director or any Shareholder (including a director of a corporate shareholder or a partner of a Shareholder that is a partnership) or any person approved by the Board to be his alternate and may, in the same way, remove an alternate so appointed by him. An alternate shall be entitled to receive notice of all meetings of the Board and attend and vote as such at any meeting at which the Director appointing him is not personally present, and generally in the absence of his appointor to do all the things which his appointor is authorised or empowered to do A Director who is also an alternate shall be entitled, in the absence of his appointor

12 1 1 to a separate vote on behalf of his appointor in addition to his own vote, and

12 1 2 to be counted as part of the quorum of the Board on his own account and in respect of the Director for whom he is the alternate

12 2 If his appointor is for the time being absent from the United Kingdom or otherwise not available the signature of an alternate Director to any resolution in writing of the Directors shall be as effective as the signature of his appointor An alternate Director shall be deemed to be a Director for the purpose of signing instruments pursuant to regulation 93 of Table A A person who holds office only as an alternate Director shall, if his appointor is not present, be counted for the purposes of determining whether there is a quorum of Directors at any meeting For this purpose, an alternative appointed by an A Director shall count in the quorum as an A Director

and an alternative appointed by a B Director shall count in the quorum as a B Director.

12 3 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct

12 4 An alternative Director shall cease to be an alternative Director if his appointor ceases to be a Director

13 Proceedings of Directors

13 1 Subject to the provisions of these Articles and to any Relevant Agreement, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. The quorum for the transaction of business at any meeting of the Directors shall be two Directors of which one shall be an A Director and one a B Director

13 2 If within one hour from the time appointed for a Board meeting a quorum is not present or if during a meeting a quorum ceases to be present, the meeting shall be adjourned to the same day of the next week at the same time and place. Each Director not present at the meeting shall be notified within 48 hours of the adjournment by one or more of the Directors present by notice in writing of the date, time and place of the adjourned meeting. If within one hour from the time appointed for the adjourned meeting a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place. Each Director not present at the meeting shall be notified within 48 hours of the adjournment by one or more of the Directors present, by notice in writing of the date, time and place of the adjourned meeting. If at the second adjourned meeting a quorum is not present within one hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present, the Director(s) present shall constitute a quorum

13 3 The A Director and B Director present at any meeting of the Directors shall be entitled in rotation to appoint a Chairman for such meetings and the first Chairman shall be appointed by the A Director. The Chairman of the Directors shall not have a second or casting vote.

13 4 Any Director may participate in a meeting of the Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting

13 5 For a signed resolution under regulation 93 to be effective it shall not be necessary for it to be signed by a Director who is prohibited by the Articles or by law from voting thereon. Regulation 93 shall be modified accordingly

14 The seal

- 14 1 If the Company has a seal, it shall only be used with the authority of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or second Director. The obligation under regulation 6 relating to the sealing of share certificates shall apply only if the Company has a seal.

15 Notices

- 15 1 Every Director and every alternate Director shall be entitled to receive notices of general meetings (at his usual address or such other address as he may notify to the Company) in addition to the persons so entitled under the Statutes. The third sentence of regulation 112 shall be deleted.
- 15 2 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 shall be modified accordingly.

16 Indemnity

- 16 1 Subject to the provisions of, and so far as may be consistent with, the Statutes but without prejudice to any indemnity to which a Director may be otherwise entitled, every Director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

2273861

MEMORANDUM OF ASSOCIATION OF

PROMOTION AND DISPLAY TECHNOLOGY LIMITED

1. The Company's name is " HAVENTEROW LIMITED." *
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are--

(a) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises, to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehousemen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds, and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company

(c) To purchase or by any other means acquire and take options over any property whatever and any rights or privileges of any kind over or in respect of any property

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company or for subsidising or otherwise assisting any such person, firm or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantee contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid)

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of

exchange promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests

(l) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions

(m) To subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world

(n) To control, manage, finance, subsidise, or ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place, where the Company carries on business; to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance, and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants, and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company, or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature

(w) To procure the Company to be registered or recognised in any part of the world

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other

body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

4 The liability of the Members is limited

5. The Company's share capital is £1000 divided into 1000 shares of £1 each X

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum, and we agree to take the number of shares shown opposite our respective names

Names and Addresses of Subscribers	Number of shares taken by each Subscriber
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1 Instant Companies Limited 2 Baches Street London N1 6UB	- One
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2 Swift Incorporations Limited 2 Baches Street London N1 6UB	- One
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Total shares taken	- Two
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Dated the 4th day of January 1988.

Witness to the above signatures, Terry Jayne
2 Baches Street
London N1 6UB

* Pursuant to a Special Resolution of the Company passed on 7 July 1988 the 1,000 Ordinary Shares of £1 each in the capital of the Company were redesignated into 800 A Ordinary Non-Voting Shares of £1 each and 200 B Ordinary Voting Shares of £1 each. On 7 July 1988, the authorised share capital of the Company was increased to £20,000 by the creation of 19,000 Ordinary Shares of £1 each.

By Written Resolution of the Company dated 11 November 1990, 160 of the unissued Ordinary Shares of £1 each were redesignated as A Ordinary Non-Voting Shares of £1 each. By Written Special Resolution of the Company passed on 3 March 2008, the Company's authorised share capital was redesignated so as to become £20,000 divided into 18,015 A Ordinary Shares of £1 and 1,985 B Ordinary Shares of £1.