

Company no. 2643552

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

VIDEO JUKEBOX NETWORK INTERNATIONAL LIMITED

The following written resolution was passed as a Special Resolution of the Company pursuant to Section 381A Companies Act 1985 (as amended by the Companies Act 1989) on 30th June 1995

1. THAT the regulations in the form attached to this Resolution which are initialled for the purposes of identification be and are hereby adopted in place and in substitution for the existing Articles of Association.

Elizabeth G. Leskowiak

Director/Secretary

I CERTIFY THAT THESE ARE TRUE COPIES
OF THE WRITTEN RESOLUTIONS

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Company No. 2643552

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

VIDEO JUKEBOX NETWORK INTERNATIONAL LIMITED

(Adopted by Written Resolution dated 30th June 1995)

INTERPRETATION

Exclusion of Table A

1. No regulations for the management of the Company set out in any schedule of or otherwise contained or incorporated in any statute or other instrument having statutory force shall apply to the Company and the following shall be the Articles of Association of the Company.

Definitions

- 2.1 In these Articles the words and expressions set out in the first column below shall respectively (if not inconsistent with the context) bear the meanings set out opposite to them in the second column below:

WORDS	MEANINGS
"the Act"	the Companies Act 1985 as amended by the Companies Act 1989;
"Affiliate"	shall mean any person (other than the Company) who or which, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, any specified person; provided however, that an Affiliate shall not include a Competitor;
"these Articles"	these articles of association as from time to time altered;
"Board"	the board of Directors of the Company from time to time;
"Business Day"	shall mean any day that is not a Saturday or a Sunday and on which banks are open for the conduct of normal banking business in all of the Cities of Los Angeles, California, Miami, Florida and London, England;

"clear days"	in relation to a period of notice means the period excluding the day on which the notice is served or deemed to have been served and the day on which it is given or on which it is to take effect;
"Competitor"	shall mean an entity operating or controlling either video music services for use on television broadcast or cable channels featuring such services existing as of the date hereof or subsequently formed services with programming that is substantially similar in format and/or content to the Company's programming; provided, however, that Time Warner and its Affiliates shall not be considered Competitors for purpose of this definition;
"Control"	(including the terms "controlling" "controlled by" and "under common control with"), with respect to the relationship between or among two or more persons, means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation, the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such person.
"Directors"	the directors of the Company from time to time and "Director" shall be construed accordingly;
"Equity Interests"	any and all Shares in the capital of the Company carrying the right to vote at and attend meetings of the members and any interests, derivatives, participations, in or other equivalents (however designated) of such shares of the Company and any and all warrants, options or other rights to purchase or convertible into any of the foregoing.
"executed"	any mode of execution;
"Financial Year"	an accounting reference period of the Company and its Subsidiaries (if any);
"Group"	in relation to any company, that company and its Subsidiaries and any company of which it is a Subsidiary (its "holding Company") and any Subsidiary of its holding company;
"holder" or member"	any holder for the time being of shares whose name is registered in the Register;
"in writing"	includes handwriting, typewriting, printing lithography, photocopying and other modes of representing or reproducing words in legible and non-transient form;

"month"	a calendar month;
"Non-Shareholder Director"	a Director appointed pursuant to paragraph 14.2
"Office"	the registered office of the Company for the time being;
"Ordinary Shares"	the Ordinary Shares of £1 each in the capital of the Company;
"paid up"	paid or credited as paid up;
"Register"	the Register of Members of the Company;
"Seal"	the common seal of the Company;
"Secretary"	the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company including (subject to the provisions of the Act) a joint, deputy or assistant Secretary;
"Shareholder Directors"	the TM Directors and the VJN Directors;
"Shares"	ordinary shares of £1 each in the capital of the Company;
"Subsidiary"	<p>in relation to a company ("the holding company") any other company in which the holding company (or persons acting on its behalf) for the time being directly or indirectly holds or controls either:</p> <ul style="list-style-type: none"> (i) a majority of the voting rights exercisable at general meetings of the members of that company on all, or substantially all, matters; or (ii) the right to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors of that company on all, or substantially all, matters, <p>and any company which is a Subsidiary of another company shall also be a Subsidiary of any further company of which that other is a Subsidiary;</p>
"TM Director"	a Director nominated by the TM Holder;
"TM Holder(s)"	TM No.2 Limited and/or any of its Affiliates for so long as it or they hold shares in the Company;
"United Kingdom"	Great Britain and Northern Ireland;
"VJN Director"	a Director nominated by the VJN Holder;

"VJN Holder" Video Jukebox Network, Inc. and/or any of its Affiliates for so long as it or they hold shares in the Company;

"Year" a calendar year.

2.2 Save as aforesaid and unless the context otherwise requires words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force at the date of adoption of these Articles.

2.3 In these Articles unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) words importing any gender include all genders;
- (c) a reference to a person includes a reference to a body corporate and to an unincorporated body of persons;
- (d) a reference to any statute or provision of a statute includes a reference to any statutory modification or re-enactment of it for the time being in force.

2.4 The headings are inserted for convenience only and do not affect the construction of these Articles.

2.5 References to a document being executed include references to its being executed under hand or under seal or by any other method.

2.6 References to writing include references to any visible substitute for writing and to any thing partly in one form and partly in another form.

2.7 Except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of power.

SHARE CAPITAL

3.1 The authorised share capital of the Company at the date of adoption of these articles is £1000 divided into 1000 Ordinary Shares of £1 each.

3.2 Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by special resolution determine.

3.3 Subject to paragraph 5 below and the provisions of the Act, any shares may be issued on terms that they are to be, or at the option of the Company or a member holding such shares are liable to be, redeemed on such terms and conditions as are contained in or, as to the amount payable on redemption, determined in accordance with these Articles.

3.4 Subject to paragraph 5 below and the provisions of the Act the Company will have power to purchase its own shares (whether issued on the terms that they are to be, or are liable to be, redeemed or not).

- 3.5 Subject to paragraph 5 below and subject to the provisions of the Act the Company will have power to redeem or purchase its own shares out of capital and may make a payment in respect of the redemption or purchase of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.
- 3.6 Except as required by law, and even when the Company has express notice, no person will be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company will not be bound by or recognise any interest in any share except an absolute right to the entirety of it in the holder.
- 3.7 Subject to the provisions of the Act, if at any time the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated whether or not the Company is being wound up, either with the consent in writing of the holders of three quarters in nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class (but not otherwise). All provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply to every separate general meeting of the holders of any class of shares in the capital of the Company, except that:
- (a) the necessary quorum shall be one(1) holder present in person or by proxy, who shall be deemed to constitute a meeting;
 - (b) any holder of shares of the class present in person or by proxy may demand a poll; and
 - (c) each holder of shares of the class shall, on a poll, have one vote in respect of every share of the class held by him.
- 3.8 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount paid up thereon, and such a certificate signed by a Director of the Company together with the Secretary or a second Director shall be evidence of the title of the registered holder to the shares, whether or not the Seal has been affixed and regardless of any words in the certificate referring to a seal. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 3.9 In addition each and every share certificate shall contain upon its face, or on the reverse side thereof, the following legend:
- The shares represented by this certificate (i) are subject to certain restrictions on transfer contained in the Company's Articles of Association as amended from time to time, and (ii) may be subject to other restrictions contained in agreements to which the Company is a party and no shares represented by this certificate may be sold, transferred, pledged or otherwise disposed of in violation of such restrictions. Copies of the above referenced documents are available to the holder hereof without charge at the principal offices of the Company.

- 3.10 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

COMMISSIONS

4. The Company may exercise the powers of paying commissions conferred by the Act to the full extent permitted by the Act. Subject to the provisions of the Act any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

ACTIONS REQUIRING CLASS VOTE

5. The following actions shall be deemed to be a variation of class rights and shall not be taken by the Company without the prior consent or sanction of a special resolution pursuant to the provisions of the Act:
- (a) the exercise of the powers available to the Company under paragraph 9 (Alteration of Share Capital);
 - (b) the issue of any shares in the Company (whether redeemable or not);
 - (c) the exercise of the powers available to the Company under paragraphs 3.3, 3.4 and 3.5 hereof to redeem or purchase its own shares;
 - (d) any alteration to these Articles.

LIEN

- 6.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this paragraph. The Company's lien on a share shall extend to any amount payable in respect of it.
- 6.2 The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 6.3 To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by an irregularity in or invalidity of the proceedings in reference to the sale.
- 6.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

- 7.1 Subject to the terms of allotment of shares, the Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of the nominal value of the shares or by way of premium) that are not payable at fixed times under the terms of allotment.
- 7.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
- 7.3 Each member will subject to receiving 14 clear days notice specifying when and where payment is to be made pay to the Company as required by the notice the amount called on his shares. A call may be revoked or postponed in whole or part before receipt by the Company of any moneys due under it, as the Directors may determine.
- 7.4 The holder of a share at the time a call is due to be paid shall be the person liable to pay the call, and in the case of joint holders they will be jointly and severally liable.
- 7.5 If a call remains unpaid after it has become due and payable the person or persons from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payments of the interest wholly or in part.
- 7.6 If any amount payable in respect of a share on allotment or at a fixed date, (whether in respect of the whole or part of the nominal value of the share or by way of premium) is not paid on the date on which by the terms of issue the same becomes payable, the relevant provisions of these Articles will apply as if that amount had become payable by virtue of a call duly made and notified.
- 7.7 Subject to the terms of allotment, the Directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- 7.8 If a call remains unpaid after it has become due and payable the Directors may give to the person or persons from whom it is due not less than fourteen clear days notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 7.9 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 7.10 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the share to that person.

- 7.11 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 7.12 A statutory declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

TRANSFER AND TRANSMISSION

- 8.1 The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.
- 8.2 The Directors shall refuse to register the transfer of a share unless
- (a) it is lodged at the Office or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - (b) it is in respect of only one class of shares.
- 8.3 If the Directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
- 8.4 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Directors may determine.
- 8.5 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 8.6 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.
- 8.7 If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing

herein contained shall release the estate of a deceased member from any liability in respect of any share which had been solely or jointly held by him.

- 8.8 A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the Directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the provisions of these Articles relating to the transfer of shares shall apply to the instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
- 8.9 A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

ALTERATION OF SHARE CAPITAL

- 9.1 The Company may by special resolution subject to the provisions of paragraph 5 above:
- (a) increase its authorised share capital by such sum to be divided into shares of such amount as the resolution prescribes provided that such increased capital shall be divided into shares of the same class or classes as the existing share capital of the Company pro rata as nearly as may be to the number of shares of each such class in issue at the date of the creation of the new shares;
 - (b) consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares;
 - (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amounts and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantages compared with the others; and
 - (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its authorised share capital by the amount of the shares so cancelled.
- 9.2 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 9.3 Subject to the provisions of the Act, the Company may by special resolution reduce its issued share capital, any capital redemption reserve and any share premium account in any way.

GENERAL MEETINGS

- 10.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 10.2 The Directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, will immediately proceed to convene an extraordinary general meeting for a date not later than 28 days after the date of the notice convening the meeting. If there are insufficient Directors within the United Kingdom to call a general meeting, any Director or any such member of the Company may call a general meeting.

NOTICE OF GENERAL MEETINGS

- 11.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution will be called by at least 21 clear days notice. All other extraordinary general meetings will be called by at least 14 clear days notice but a general meeting may be called by shorter notice if it is agreed:
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote or their duly authorised proxies;
 - (b) (subject to any elective resolution for the time being in force under section 379A of the Act) in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.
- 11.2 The notice will specify the time and place of the meeting and the nature of the business to be transacted and, in the case of an annual general meeting, will specify the meeting as such.
- 11.3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice will be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and auditors of the Company.

PROCEEDINGS AT GENERAL MEETINGS

- 12.1 No business will be transacted at any meeting unless a quorum is present. A quorum will consist of such member who holds or such members who collectively hold a majority in nominal value of the shares of the Company each of whom is present in person or by proxy or in the case of a corporate member, a duly authorised representative of that corporation.
- 12.2 If a quorum is not present within one hour from the time appointed for a general meeting, the meeting shall stand adjourned to the same day in the next week (or if that day be a holiday to the next working day thereafter) at the same time and place as the original meeting or to such other later day, and at such other later time and place, as the Directors may determine. If a quorum is again not present within one hour of the time appointed for the holding of the meeting then the meeting shall be dissolved.
- 12.3 The chairman, if any, of the board of Directors or in his absence some other Director nominated by the Shareholder Directors will preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) is present within thirty (30) minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he will be chairman. If no Director is willing to act as chairman, or if no

Director is present within thirty (30) minutes after the time appointed for holding the meeting, the members present and entitled to vote may choose one of their number to be chairman.

12.4 Any Director despite his not being a member, is entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.

12.5 The chairman may with the consent of a majority, of the members at a meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place in the following circumstances:

(a) where in his unfettered judgment it is impossible for all the members present to take part in the debate and to vote;

(b) in the event of his considering that disorder is occurring.

No business may be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days notice must be given specifying the time and the place of the adjourned meeting and the nature of the business to be transacted. Otherwise it will not be necessary to give any such notice.

12.6 A resolution put to the vote of a meeting will be decided on a show of hands unless before or on declaration of the result of the show of hands, a poll is duly demanded.

Subject to the provisions of the Act, a poll may be demanded:

(a) by the chairman; or

(b) by at least one member having the right to vote at the meeting

and a demand by a person as proxy for a member will be the same as a demand by the member.

12.7 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman. A demand so withdrawn will not be taken to have invalidated the result of a show of hands declared before the demand was made.

12.8 A poll will be taken as directed by the chairman and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll will be deemed to be the decision of the meeting at which the poll was demanded.

12.9 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman will not be entitled to a casting vote in addition to any other vote he may have.

12.10 A poll demanded on the election of a chairman or on a question of adjournment must be taken immediately. A poll demanded on any other question must be taken either immediately or at a time and place directed by the chairman which may not be more than thirty (30) days after the poll is demanded. The demand for a poll will not prevent the meeting continuing for the transaction of any business other than a question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn with the consent of the chairman, the meeting will continue as if the demand had not been made. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at

which it is demanded. In any other case at least seven (7) clear days notice must be given specifying the time and place at which the poll is to be taken.

- 12.11 A resolution in writing signed by all the members of the Company entitled to attend and vote at a general meeting, or by their duly appointed proxies or attorneys, will, subject to the provisions of the Act, be as valid and effective as if it had been passed at a general meeting of the Company properly convened and held whether such resolution would otherwise be required to be passed as a special, extraordinary or elective resolution. Any such resolution may be contained in one document, or in several documents in the same terms, each signed by one or more of the members or their proxies, or attorneys. Signature of documents sent by facsimile will be valid and acceptable under this paragraph. Signature in the case of a corporate member will be sufficient if made by a director of such member or by its duly authorised representative.
- 12.12 A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles.

VOTES

- 13.1 Subject to any rights or restrictions attached to any shares, on a show of hands every member present in person or by proxy, or (if a corporation) present by a representative duly authorised in accordance with the Act, will have one vote, and on a poll every member will have one vote for every share of which he is the holder and every share in respect of which he is the duly appointed proxy or corporate representative provided always that, for so long as the Equity Interests of the VJN Holder(s) and the TM Holder(s) are equal, on any vote for the appointment, removal or replacement of a VJN Director each Ordinary Share held by the VJN Holder shall carry three votes and on any vote for the appointment, removal or replacement of a TM Director each Ordinary Share held by the TM Holder shall carry three votes.
- 13.2 No member will be entitled to vote at any general meeting, or at any separate meeting of the holders of any class, unless all calls or other sums presently payable by him in respect of shares of the Company have been paid.
- 13.3 On a poll, votes may be given either personally or by proxy or by corporate representative. A member may appoint more than one proxy and a corporate member may appoint more than one representative to attend on the same occasion.
- 13.4 An instrument appointing a proxy must be in writing, executed by or on behalf of the appointor (if a corporation, under the hand of a duly authorised officer of the corporation) and be in a form determined by the Directors or, failing such determination, in any usual form.
- 13.5 The instrument appointing a proxy and any authority under which it is executed, or a copy of that authority certified notarially, or in some other way approved by the Directors may:
- (a) be deposited at the Office, or at another place within the United Kingdom specified by the notice convening the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of a poll be deposited before the time appointed for the taking of the poll;

and an instrument of proxy which is not deposited or delivered in the manner permitted above will be invalid.

- 13.6 In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holders; and seniority will be determined by the order in which the names of the holders stand in the Register.
- 13.7 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 13.8 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 13.9 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

DIRECTORS

- 14.1 The minimum number of Directors will be four (4) and the maximum number five (5) of whom two (2) will be VJN Directors, two (2) will be TM Directors and the fifth (if any) the Non-Shareholder Director.
- 14.2 The Shareholder Directors may subject to paragraph 14.1 at any time and from time to time jointly appoint the Non-Shareholder Director. The Non-Shareholder Director shall have no right to vote at or to be counted in the quorum of meetings of the Directors or in any committee thereof. The Shareholder Directors may remove or replace such Non-Shareholder Director at any time and any appointment, removal or replacement shall be made by notice in writing signed by all the Shareholder Directors and shall take effect when such notice is lodged at the Office, or received by the Secretary, or produced to a meeting of the Directors or at such time and on such date as the notice may specify.

POWERS OF DIRECTORS

- 15.1 Subject to the provisions of the Act, the memorandum of association of the Company and these Articles and to any directions given by special resolution, the business of the Company will be managed by the Directors who may exercise all the powers of the Company. No alteration of such memorandum or these Articles and no such direction will invalidate any prior act of the Directors which would have been valid if that alteration had

not been made or that direction had not been given. A meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

- 15.2 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for any purposes and on any conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 15.3 The Directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons (including Directors and other officers) who are or were at any time in the employment or service of the Company, or of any company which is or was a Subsidiary of the Company or allied to or associated with the Company or any such Subsidiary, or of any such other company as aforesaid, and the spouses, widows, widowers, families and dependants of any such persons, and make payments to for or towards the insurance of or provide benefits otherwise for any such persons as stated above.

DELEGATION OF DIRECTORS' POWERS

16. The Directors may delegate any of their powers to any committee consisting of at least one VJN Director and at least one TM Director. They may also delegate to any Director holding any executive office any of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of Directors so far as they are capable of applying.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 17.1 The office of a Director must be vacated in any of the following events namely:
- (a) if, by notice in writing to the Company, he resigns his office;
 - (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (c) if he is, or may be, suffering from mental disorder and either:
 - (i) becomes incapable of discharging his duties as a Director;
 - (ii) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (iii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs.
 - (d) if he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director;

- (e) if his wilful conduct is in the good faith determination of all the Shareholder Directors (exclusive of the Director who is the subject of the removal action as the case may be) is significantly injurious or detrimental to the Company monetarily or otherwise;
 - (f) if he is convicted of or pleads guilty to, or in proceedings in the United States of America makes a plea of nolo contendere to, any criminal offence including dishonesty or moral depravity;
 - (g) if he makes habitual use of illegal drugs or other controlled substances or is habitually intoxicated.
- 17.2 No Director will vacate his office or become ineligible for appointment or re-appointment as a Director by reason only of his having attained any particular age, nor will special notice be required of any resolution appointing or approving the appointment of such a Director or any notice be required to state the age of the person to whom such resolution relates.

REMUNERATION OF DIRECTORS

18. The Directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' EXPENSES

19. The Directors may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties.

DIRECTOR APPOINTMENTS AND INTERESTS

- 20.1 The Directors may from time to time appoint one or more of the Directors to be Managing Director or to hold such other office in the management, administration or conduct of the business of the Company for any period (subject to Section 319 of the Act) and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke that appointment. Subject to the terms of any such agreement, a Managing Director or a Director appointed to any other office as aforesaid shall be subject to the same provisions as to resignation and removal as the other Directors and will automatically and immediately cease to be Managing Director or to hold such other office in the management, administration or conduct of the business of the Company if he ceases to hold the office of Director for any reason but without prejudice to any claim for damages for breach of the contract of service between the Director and the Company.
- 20.2 The remuneration of a Managing Director or any Director who may be appointed to any other office in the management, administration or conduct of the business of the Company will from time to time (subject to the provisions of any agreement between him and the Company) be fixed by the Directors. It may comprise fixed salary, or commission on the dividends, profits, sales or turnover of the Company, or of any other company in the same Group as the Company, or other participation in any such profits, or by way of or provision for a pension or pensions for himself or his dependants, or by all or any of these modes, and (subject as stated above) the remuneration fixed will be additional to any ordinary remuneration to which he may be entitled as a Director.

- 20.3 Subject to the provisions of the Act, and provided that he has disclosed to the Directors in advance the nature and extent of any interest of his, a Director despite his office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company, in the same Group as the Company or in which the Company is otherwise interested; and
 - (c) will not as a consequence of his office be held accountable to the Company for any benefit which he derives from any such office or employment, or from any such transaction or arrangement, or from any interest in such body corporate; and no such transaction or arrangement may be avoided on the ground of any such interest or benefit.
- 20.4 For the purposes of paragraph 20.3 above:
- (a) a general notice given to the Directors by a Director, that he has an interest of a specified nature and extent in any transaction or arrangement in which a specified person or class of persons is interested will be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
 - (b) 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.

PROCEEDINGS OF DIRECTORS

- 21.1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director will, call a meeting of the Directors. Questions arising at a meeting will be decided and no resolution shall be carried unless a majority of the Shareholder Directors vote in favour and the same shall apply to all decisions of any committee of the Directors unless all the Shareholder Directors shall have previously agreed otherwise in writing. In the case of an equality of votes, the chairman will not have a second or casting vote. A Director who is also an alternate director will be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 21.2 Notice of the time, place and purpose of every meeting of the Directors must be given to every Director including any Director for the time being outside the United Kingdom. Unless at least one VJN Director and at least one TM Director agree in writing to accept shorter notice of a meeting of Directors, at least 96 hours advance notice must be given. Every notice of a meeting of the Directors and all meetings of Committees of the Board required to be given under these Articles must be in writing served either personally or by sending a copy thereof by reputable overnight courier or air mail (postage charges prepaid), or by telecopier (with confirmation of receipt acknowledged by the addressee) to the address appearing on the books of the Company or otherwise supplied to the Company by a Director or a Committee member in writing. Notices pursuant to this Article 21.2 shall be deemed given upon personal delivery, two Business Days following deposit with a reputable overnight courier, four Business Days following deposit with the postal service in the case of express mail and upon confirmation of receipt in the case of a telecopy.

- 21.3 The quorum necessary for the transaction of the business of the Directors will be all the Shareholder Directors. An alternate director who is not himself a Director will, if his appointor is not present, be counted towards the quorum.
- 21.4 The continuing Directors or a sole continuing Director may act despite any vacancies in their number. However, if the number of Directors is less than the number fixed as the quorum, they or he may act only for the purpose of calling a general meeting.
- 21.5 A meeting of the Directors may, subject to notice of it having been given or dispensed with in accordance with these Articles, be for all purposes deemed to be held when a Director is, or Directors are, in communication by telephone, television or some other audio visual medium with another Director or other Directors and all of those Directors agree to treat the meeting as properly held, provided always that the number of the said Directors participating in the communication constitutes a quorum of the board of Directors as stipulated by these Articles. A resolution made by a majority of the said Directors in pursuance of this paragraph 21.5 will be as valid as it would have been if made by them at an actual meeting duly convened and held.
- 21.6 A resolution in writing signed or approved by all the Shareholder Directors by letter or confirmed facsimile will be as valid and effective as if it had been passed at a meeting of Directors, or (as the case may be), a committee of Directors duly convened and held. The resolution may consist of several documents in the same terms each signed by one or more Shareholder Directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 21.7 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director will, despite that it is afterwards discovered that there was a defect in the appointment of any Director or that any of them had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director.
- 21.8 A Director who is in any way either directly or indirectly interested in a contract or arrangement, or proposed contract or arrangement, with the Company will, provided he has declared such interest in accordance with paragraph 20.4 above, be entitled to vote in respect of any contract or arrangement in which he is interested and if he does so, his vote will be counted and he may be taken into account in ascertaining whether a quorum is present.
- 21.9 A Shareholder Director may provide to the member which appointed him any information which he receives by virtue of his being a Director for the purpose only of enabling the relevant Shareholder(s) to be duly informed in order to take action or make a decision relating to the Company.

ALTERNATE DIRECTORS

- 22.1 Any Director (other than an alternate director) shall have the power to appoint any person (including any other Director) to act as an alternate and at their discretion may remove such alternate director(s). An alternate director will have the same entitlement as his appointor to receive notices of meetings of the Directors and to attend, vote and be counted for the purpose of a quorum of any meeting at which his appointor is not personally present and generally in the absence of the Director he is replacing to exercise and discharge all the functions powers and duties of the Director he is replacing. Any Director acting as an alternate shall have an additional vote for every Director for whom he acts as alternate.

- 22.2 Every appointment and removal of an alternate director pursuant to paragraph 22.1 will be effected by notice in writing on the same terms as set out in paragraph 14.2.
- 22.3 Except as otherwise provided in these Articles, an alternate director will, during his appointment, be deemed to be a Director for the purposes of these Articles. He will not be deemed to be an agent of his appointor and will alone be responsible to the Company for his own acts or defaults and will be entitled to be indemnified by the Company to the same extent as if he were a Director.
- 22.4 An alternate director shall not in respect of his office of alternate director, be entitled to receive any remuneration from the Company nor to appoint another person as his alternate. The appointment of an alternate director will automatically determine if his appointor ceases for any reason to be a Director or on the happening of an event which, if he were a Director, would cause him to vacate the office of Director, or if by written notice to the Company he resigns his appointment.

SECRETARY

23. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and the Secretary may be removed by the Directors.

MINUTES

24. The Directors shall cause minutes to be made in books kept for the purpose:
- (a) of all appointments of officers made by the Directors; and
 - (b) of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

THE SEAL

25. (a) The Seal shall only be used by the authority of the Directors or of a committee of Directors authorised by 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 by a second Director;
- (b) where the Act so permits, any instrument so signed, with the authority of a resolution of the Directors or of a committee of the Directors, by one Director and the Secretary or by two Directors and expressed to be executed by the Company as a deed shall have the same effect as if executed under the Seal, provided that no instrument which makes it clear on its face that it is intended by the persons making it to have effect as a deed shall be signed without the authority of the Directors; and
- (c) a document which is executed by the Company as a deed shall not be deemed to be delivered by the Company solely as a result of its having been executed by the Company.

DIVIDENDS

- 26.1 Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.
- 26.2 Subject to the provisions of the Act, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
- 26.3 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly. The person entitled to any dividend will be the holder of the share upon the date determined by the resolution declaring the dividend (or in the case of any interim dividend, determined by the Directors) in respect of that share.
- 26.4 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 26.5 Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the Register or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
- 26.6 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
- 26.7 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the company.

ACCOUNTS

27. No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

CAPITALISATION OF PROFITS

- 28.1 The Directors may with the authority of an ordinary resolution of the Company:
- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve;
 - (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
 - (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures become distributable under this regulation in fractions: and
 - (d) authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.
- 28.2 The Directors may deduct from any dividend payable on or in respect of a share all sums of money presently payable by the holder to the Company on any account whatsoever.

NOTICES

- 29.1 Any and all notices or other communications to be given by the Company hereunder shall be in writing and shall be considered duly given upon the earliest to occur of
- (a) personal delivery;
 - (b) three days after being sent by a reputable international overnight courier service;
 - (c) seven days after being mailed by registered or certified international or air mail, return receipt requested or recorded (as the case may be), postage prepaid; or

- (d) the delivering party's receipt of a written confirmation of a facsimile transmission.

All notices shall be addressed to the Company at its registered office and to the members at the addresses supplied by them to the Company.

A member or Director giving to the Company an address outside the United Kingdom will be entitled to receive all notices by reputable international overnight courier or (at the Company's option) confirmed facsimile.

- 29.2 In the case of joint holders of a share, all notices will be given to the joint holder whose name stands first in the Register in respect of the joint holding, and notice so given will be sufficient notice to all the joint holders.
- 29.3 Except as otherwise provided in these Articles, all notices to be given pursuant to these Articles other than one calling a meeting of the Directors must be in writing.
- 29.4 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 29.5 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered into the Register, has been duly given to a person from whom he derives his title.
- 29.6 A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee or the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

WINDING UP

30. If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members of different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

- 31.1 Subject to the provisions of Section 310 of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, agent, Secretary and other officer of the Company will be entitled to be indemnified out of the assets of the Company against all losses or liabilities properly incurred by him in or about the execution and discharge of the duties of his office (including any liability incurred by him in defending any proceedings whether civil or criminal, in which judgement is given in his favour or in which he is acquitted 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).

- 31.2 The Directors may at their discretion and on such terms as they think fit purchase and maintain for the Company or for any Director, Secretary or other manager or officer other than auditor of the Company insurance against any liability which might by virtue of any rule of law attach to such Director, Secretary, or other manager or officer in relation to any negligence, default, breach of duty or breach of trust in relation to the Company or its business or affairs or to any Subsidiary and against such liability as mentioned in the preceding sub-paragraph.