

Company No. 3866274

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTION IN WRITING

of

BOX CLEVER TECHNOLOGY LIMITED

Granada UK Rental & Retail Limited and Rental Holding Company Limited, being all the members of the Company who at the date of this resolution are entitled to attend and vote at a general meeting of the Company, RESOLVE, in accordance with section 381A of the Companies Act 1985, to pass the following as a written resolution:

THAT new articles of association in the form of the annexed draft, initialled by the chairman for the purpose of identification, be adopted in substitution for the Company's existing articles of association.



SIGNATURE: _____

for and on behalf of **Granada UK Rental & Retail Limited**

DATE: _____

29 OCTOBER 2004

SIGNATURE: _____

for and on behalf of **Rental Holding Company Limited**

DATE: _____

29 OCTOBER 2004

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BOX CLEVER TECHNOLOGY LIMITED



**A22
COMPANIES HOUSE**

02/11/04

(Adopted by special resolution passed on 26 June 2000 and amended
by special resolution passed on 29th October 2004)

Preliminary

1. In these Articles:

"**the Act**" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

"**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); and

"**Tax**" means any and all forms of taxes, levies, imposts, contributions, duties and charges in the nature of taxation and all withholdings or deductions in respect thereof of whatever nature whenever imposed whether of the United Kingdom or elsewhere, (including, for the avoidance of doubt, National Insurance contribution liabilities in the United Kingdom and corresponding obligations elsewhere) and whether directly or primarily chargeable against, recoverable from or attributable to the Company or any other person including all fines, penalties, charges and interest relating to the same.

2. The Company is a private company. The regulations contained in Table A, as in force at the date of incorporation of the Company, save insofar as they are excluded or varied hereby, and the regulations hereinafter contained shall constitute the regulations of the Company. Regulations 2, 3, 24, 40, 50, 54, 64, 65 to 69 (inclusive), 73 to 80 (inclusive), 81, 89 to 91 (inclusive) and 118 of Table A shall not apply to the Company.

Shares

3.

- (a) Shares shall be under the control of the Directors and the Directors may allot any relevant securities (as defined by Section 80(2) of the Act) of the Company to a nominal amount of £2,000,102 (being the amount of the existing authorised share capital of the Company at the date of the adoption of these Articles) in accordance with the provisions of these Articles.
- (b) The general authority conferred by Article 3 hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the date of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.
- (c) The Directors shall be entitled under the general authority conferred by Article 3 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.
- (d) Subject always to the provisions of Article 5 below, Section 89(1) of the Act shall not apply to any allotment of shares in the Company.

4.

- (a) The share capital of the Company at the date of the adoption of these Articles is £2,000,102 divided into 1,000,000 "A" Ordinary Shares of £1 each, 1,000,000 "B" Ordinary Shares of £1 each, 100 "C" Ordinary Shares of £1 each, 1 Granada IPT Share and 1 Thorn IPT Share of £1 each.
- (b) The "A" Ordinary Shares, the "B" Ordinary Shares, the "C" Ordinary Shares, the Granada IPT Share and the Thorn IPT Share shall be separate classes of shares and save as herein expressly provided shall rank pari passu in all respects.

5.

- (a) Save as the holders of the "A" Ordinary Shares and the holders of the "B" Ordinary Shares shall otherwise agree in writing, all new shares created upon any increase of capital and any issue of unissued shares shall consist of such number of "A" Ordinary Shares, "B" Ordinary Shares and "C" Ordinary Shares as reflects the proportion as nearly as may be in which the "A" Ordinary Shares, the "B" Ordinary Shares and the "C" Ordinary Shares were held prior to such issue. There shall be no further issue of Granada IPT Shares or Thorn IPT Shares.
- (b) Upon any issue of "A" Ordinary Shares the Directors shall offer the "A" Ordinary Shares to be issued to the holders for the time being of the existing

issued "A" Ordinary Shares, upon any issue of "B" Ordinary Shares the Directors shall offer the "B" Ordinary Shares to be issued to the holders for the time being of the existing issued "B" Ordinary Shares and upon any issue of "C" Ordinary Shares the Directors shall offer the "C" Ordinary Shares to be issued to the holders for the time being of the existing issued "C" Ordinary Shares.

6. The lien conferred by Regulation 8 in Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.
7. The rights and restrictions attaching to the "A" Ordinary Shares, the "B" Ordinary Shares and the "C" Ordinary Shares in respect of income and capital shall be as follows:
 - (a) Income: The profits available for distribution shall be distributed amongst the holders of the "A" Ordinary Shares, the "B" Ordinary Shares and the "C" Ordinary Shares *pari passu* according to the amounts paid up or credited as paid up thereon.
 - (b) Capital: On a return of assets on liquidation or otherwise other than on the redemption of shares of any class or the purchase by the Company of its own shares the assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of the "A" Ordinary Shares, the "B" Ordinary Shares, the "C" Ordinary Shares, the Granada IPT Share and the Thorn IPT Share *pari passu* according to the amounts paid up or credited as paid up thereon.
8. The rights and restrictions attaching to the Granada IPT Share in respect of income, capital and voting shall be as follows:
 - (a) Income: The holder of the Granada IPT Share shall be entitled, in priority to the holders of any other class of shares in the Company's share capital, to receive out of the profits of the Company available for distribution a dividend, to the extent that it can be paid as a lawful dividend, equal to the amount of any dividend received by the Company in respect of its holding of one IPT Share in the share capital of each of UK Consumer Electronics Limited (Registered No. 532857) and Direct Vision Rentals Limited (Registered No. 2428515) less such amount of Tax (if any) as the Company's auditors at the relevant time (the "**Auditors**") may certify in writing to be payable by the Company in respect of such dividend received (on the assumption that no reliefs other than reliefs which may arise in connection with the IPT Litigation are available to offset or otherwise reduce such Tax).
 - (b) Such dividend shall be paid within seven days following certification by the Auditors of the amount of tax (if any) payable. Save as set out in this Article

8 the holder of the Granada IPT Share shall have no right to participate in the profits or assets of the Company.

(c) Capital: On a return of assets on liquidation or otherwise, other than on a redemption or purchase by the Company, the holder of the Granada IPT Share shall be entitled, in priority to any holder of any other class of shares in the Company's share capital, to receive an amount equal to the amount paid up on such share, together with an amount equal to any dividend which may have become payable but has not been paid at the date of the commencement of the winding up or of the return of capital.

(d) Voting: The holder of the Granada IPT Share shall not be entitled to receive notice of or to attend or vote at any general meeting of the Company.

9. The rights and restrictions attaching to the Thorn IPT Share in respect of income, capital and voting shall be as follows:

(a) Income: The holder of the Thorn IPT Share shall be entitled, in priority to the holders of any other class of shares in the Company's share capital, to receive out of the profits of the Company available for distribution a dividend, to the extent that it can be paid as a lawful dividend, equal to the amount of any dividend received by the Company in respect of its holding of one IPT Share in the share capital of Thorn UK Limited (Registered No. 308962) less such amount of Tax (if any) as the Company's auditors at the relevant time (the "**Auditors**") may certify in writing to be payable by the Company in respect of such dividend received (on the assumption that no reliefs other than reliefs which may arise in connection with the IPT Litigation are available to offset or otherwise reduce such Tax).

(b) Such dividend shall be paid within seven days following certification by the Auditors of the amount of tax (if any) payable. Save as set out in this Article 9 the holder of the Thorn IPT Share shall have no right to participate in the profits or assets of the Company.

(c) Capital: On a return of assets on liquidation or otherwise, other than on a redemption or purchase by the Company, the holder of the Thorn IPT Share shall be entitled, in priority to any holder of any other class of shares in the Company's share capital, to receive an amount equal to the amount paid up on such share, together with an amount equal to any dividend which may have become payable but has not been paid at the date of the commencement of the winding up or of the return of capital.

(d) Voting: The holder of the Thorn IPT Share shall not be entitled to receive notice of or to attend or vote at any general meeting of the Company.

Transfers

10.

- (a) Subject to paragraphs (b) and (c) of this Article no share may be transferred without the written agreement of all the holders of the "A" Ordinary Shares and the holders of the "B" Ordinary Shares for the time being and the Directors shall register a transfer so made, subject to it being duly stamped.
- (b) The provisions of paragraph (b) of this Article shall apply if all the "A" Ordinary Shares or all the "B" Ordinary Shares or all the "C" Ordinary Shares are held by a single corporate member, such member being referred to herein as the "'A" Shareholder" or the "'B" Shareholder" or the "'C" Shareholder" as the case may be, and for the purposes of this paragraph the following expressions shall have the following meanings:

"associated company" means in relation to a company:

- (i) any company which is its wholly-owned subsidiary; or
- (ii) any company of which it is directly or indirectly beneficially entitled to at least 75 per cent. of:
 - (aa) any profits available for distribution; and
 - (bb) any assets available for distribution on a winding-up.

"A" Shareholder's Group means the ultimate holding company of the "A" Shareholder at the time it first became registered as a Member and all the associated companies of such ultimate holding company from time to time and each of them or (if the "A" Shareholder shall at that time have no holding company) the "A" Shareholder and all its associated companies and each of them from time to time;

"B" Shareholder's Group means the ultimate holding company of the "B" Shareholder at the time it first became registered as a Member and all the associated companies of such ultimate holding company from time to time and each of them or (if the "B" Shareholder shall at that time have no holding company) the "B" Shareholder and all its associated companies and each of them from time to time;

"C" Shareholder's Group means the ultimate holding company of the "C" Shareholder at the time it first became registered as a Member and all the associated companies of such ultimate holding company from time to time and each of them or (if the "C" Shareholder shall at that time have no holding company) the "C" Shareholder and all its associated companies and each of them from time to time;

- (iii) the "A" Shareholder shall be entitled to transfer all (but not some only) of its "A" Ordinary Shares it may hold to a member of the "A" Shareholder's Group (the "A" Transferee") (provided that the "A" Transferee shall be incorporated in England and Wales or Scotland and resident in the United Kingdom for the purposes of liability to corporation tax) and the "A" Shareholder shall procure that upon the "A" Transferee ceasing to be a member of the "A" Shareholder's Group or upon an order being made or a resolution being passed to wind up the "A" Transferee or upon the "A" Transferee receiving a final notice of dissolution the "A" Ordinary Shares shall immediately be transferred to a member of the "A" Shareholder's Group;
 - (iv) the foregoing provisions of subparagraph (i) shall apply mutatis mutandis to any transfer by the "B" Shareholder of all (but not some only) of its "B" Ordinary Shares to a member of the "B" Shareholder's Group;
 - (v) the foregoing provisions of subparagraph (i) shall apply mutatis mutandis to any transfer by the "C" Shareholder of all (but not some only) of its "C" Ordinary Shares to a member of the "C" Shareholder's Group.
- (c) The Granada IPT Share and the Thorn IPT Share shall be freely transferable.
11. No share and no interest in or rights attaching to any share shall be held by any Member as a bare nominee for or sold or disposed of to any person except in accordance with Article 10 and for the purposes of Articles 10 and 11 references to shares being transferred, sold or disposed of shall include, without limitation:
- (a) any direction (by way of renunciation or otherwise) by a member entitled to an allotment or transfer that a share be allotted or issued or transferred to some person other than himself;
 - (b) any sale or other disposition of any legal or beneficial interest in a share, whether or not for consideration.

Proceedings at general meetings

- 12. No business shall be transacted at any General Meeting unless a quorum is present. Two members present of whom one shall be or represent a holder of "A" Ordinary Shares and one of whom shall be or represent a holder of "B" Ordinary Shares shall be a quorum for all purposes.
- 13. In Regulation 41 of Table A the following words are to be added at the end: "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall stand dissolved".
- 14. It shall not be necessary to give any notice of an adjourned meeting and Regulation 45 of Table A shall be construed accordingly.

15. A poll may be demanded by any Member present in person or by proxy and Regulation 46 of Table A shall be modified accordingly.
- 16.
- (a) On a show of hands every Member who is present in person shall have one vote and on a poll every Member shall have one vote for every £1 in nominal amount of the "A" Ordinary Shares of which he is the holder, one vote for every £1 in nominal amount of the "B" Ordinary Shares of which he is the holder and one vote for every £1 in nominal amount of the "C" Ordinary Shares of which he is the holder provided that:
- (i) no "A" Ordinary Shares shall confer any right to vote upon a resolution for the removal from office of a "B" Director or a "C" Director;
 - (ii) no "B" Ordinary Shares shall confer any right to vote upon a resolution for the removal from office of an "A" Director or a "C" Director;
 - (iii) no "C" Ordinary Shares shall confer any right to vote upon a resolution for the removal from office of an "A" Director or "B" Director;
 - (iv) if at any meeting any holder of any "A" Ordinary Shares is not present in person or by proxy the votes exercisable on a poll in respect of the "A" Ordinary Shares held by Members present in person or by proxy shall be pro tanto increased so that such "A" Ordinary Shares together entitle such Members to the same aggregate number of votes as could be the case in respect of all the "A" Ordinary Shares if all the holders thereof were present;
 - (v) the provisions of subparagraph (iv) of this Article shall apply to the votes exercisable on a poll in respect of "B" Ordinary Shares except that references to "A" Ordinary Shares shall be construed as references to "B" Ordinary Shares; and
 - (vi) the provisions of subparagraph (iv) of this Article shall apply to the votes exercisable on a poll in respect of "C" Ordinary Shares except that references to "A" Ordinary Shares shall be construed as references to "C" Ordinary Shares.
- (b) The Chairman of a general meeting shall not be entitled to a second or casting vote.

Directors

17. The maximum number of Directors shall be eight of whom one shall be appointed by the holder or holders of a majority of the "A" Ordinary Shares, one shall be appointed by the holder or holders of a majority of the "B" Ordinary Shares and one shall be appointed by the holder or holders of a majority of the "C" Ordinary Shares, if applicable, in accordance with Article 18.

- (a) The holder or holders of a majority of the "A" Ordinary Shares for the time being issued shall be entitled by notice in writing signed by them and left at or sent by registered post to the registered office for the time being of the Company or handed to the Chairman of any meeting of the Directors of the Company to appoint one Director and by like notice to remove any Director so appointed and appoint any other person to be a Director in the place of the Director so removed or in the place of any Director vacating office in any way and originally so appointed by them. Any Director so appointed shall be the "A" Director. The holder or holders of a majority of the "B" Ordinary Shares for the time being issued shall be entitled by notice in writing signed by them and left at the registered office for the time being of the Company or handed to the Chairman of any meeting of the Directors of the Company to appoint one Director and by like notice to remove any Director so appointed appoint any other person to be a Director in the place of the Director so removed or in the place of any Director vacating office in any way and originally so appointed by them. Any Director so appointed shall be the "B" Director. The holder or holders of a majority of the "C" Ordinary Shares for the time being issued shall be entitled by notice in writing signed by them and left at the registered office for the time being of the Company or handed to the Chairman of any meeting of the Directors of the Company to appoint one Director and by like notice to remove any Director so appointed and at any time and from time to time by like notice to appoint any other person to be a Director in the place of the Director so removed or in the place of any Director vacating office in any way and originally so appointed by them. Any Director so appointed shall be the "C" Director. Any notice given pursuant to this paragraph of this Article shall take effect immediately upon delivery to the registered office of the Company or on such date (if any) thereafter as may be specified in such notice.
- (b) Every Director appointed pursuant to this Article shall hold office until he is either removed or dies or vacates office pursuant to Article 23 and (subject to the provisions of Section 303 of the Act) neither the Company in General Meeting nor the Directors shall have power to fill any such vacancy but the provisions of this Article may be relaxed or varied to any extent by agreement in writing between the holders of a majority of the "A" Ordinary Shares for the time being issued and the holders of a majority of the "B" Ordinary Shares for the time being issued.
- (c) Any Director appointed pursuant to this Article shall be at liberty from time to time to make such disclosures to the shareholder (and where such shareholder is a corporation to its holding company or any of the subsidiary companies of such holding company) appointing him as to the business and affairs of the Company as he shall in his absolute discretion determine.

- (d) The Directors may appoint a person who is willing to act to be a director as an additional director provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these Articles as the maximum number of directors.
 - (e) Except in the manner provided by this Article no person shall be appointed to fill any vacancy occurring in the office of Director and neither the Company in General Meeting nor the Directors shall have power to fill any such vacancy.
19. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all General Meetings of the Company and at all separate General Meetings of the holders of any class of shares in the capital of the Company.
20. If any Director shall be called upon to perform extra services or to make special exertions for any of the purposes of the Company the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.
21. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.
22. A Director entitled to vote may vote as a Director in regard to any contract or arrangement in which he is interested having declared his interest in the relevant matter, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Regulation 94 in Table A shall be modified accordingly.
23. The office of Director shall be vacated if the Director:
- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (b) becomes prohibited from being a Director by law or by reason of any order made under the Act; or
 - (c) in the opinion of all his Co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director; or
 - (d) resigns his office by notice in writing to the Company; or
 - (e) is removed from office under Article 18.

24.

- (a) Any Director may by writing under his hand appoint any other person to be his alternate and any Director appointed pursuant to Article 18 may have any other person appointed or removed as his alternate in like manner to such Director's appointment and removal provided for by Article 18 (provided that each Director may have only one alternate at any one time) and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director for whom he is the alternate, to attend and vote at meetings of the Directors and to exercise all the powers, rights, duties and authorities of the Director for whom he is the alternate as if he were an "A" Director, a "B" Director or a "C" Director (as the case may be). A Director may at any time revoke the appointment of an alternate appointed by him, and appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. The appointment of an alternate Director shall also terminate automatically on the happening of any event which, if he were a Director, would cause him to vacate his office as Director. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.
- (b) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director for whom he is the alternate.

25. The quorum necessary for the transaction of the business of the Directors shall be two, of whom one shall be the "A" Director or his duly appointed alternate, and one shall be the "B" Director or his duly appointed alternate present at the commencement and throughout the whole of the meeting. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. If a quorum is not present within half an hour of the time fixed for the meeting, the meeting shall stand adjourned until the same day in the next week at the same time and place when the Director or Directors then present shall form a quorum. 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 any Director participating in a meeting in this manner shall be deemed to be present in person at such meeting.
26. Any such resolution in writing as is referred to in Regulation 93 of Table A may consist of several documents in the like form each signed or approved by letter telex or

cable by one or more of the Directors for the time being entitled to vote at a meeting of the Directors provided that, to be valid, such written resolution must be signed by the "A" Director and the "B" Director and Regulation 93 of Table A shall be modified accordingly.

27. The Directors shall appoint from their number from time to time such person as they may think fit to act as Chairman, but such Chairman shall have no casting vote at meetings of the Board or of the shareholders in General Meeting.
28. The Directors may delegate any of their powers to committees upon which both the "A" Director and "B" Director shall be represented. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the Directors.
29. The meeting and proceedings of any committee of the Directors formed pursuant to Article 28 above shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding paragraph of the Article.
30. Questions arising at any meeting of Directors shall be determined by a majority of votes, and in the case of an equality of votes the Chairman of the Board of Directors shall not have a casting vote. Regulation 88 of Table A shall be modified accordingly. On each occasion of the Directors exercising their votes the "A" Director present shall have one vote, the "B" Director present shall have one vote and the "C" Director present shall have one vote.
31. The Directors shall not be subject to retirement by rotation.
32. The following proviso shall be added to subclause (b) of Regulation 110 of Part I of Table A: "provided that the resulting shares distributed to the holders of the "A" Ordinary Shares shall be "A" Ordinary Shares, those distributed to the holders of the "B" Ordinary Shares shall be "B" Ordinary Shares and those distributed to the holders of the "C" Ordinary Shares shall be "C" Ordinary Shares and provided further that all new shares shall be issued in accordance with Article 5".

Corporations acting by representatives at meetings

33. Any one of the Directors or the Secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the Directors or other governing body of such corporation, may (subject to the Articles of Association of that corporation) act as its representative at any meeting of the Company or any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company. Any one of the Directors or the Secretary for the time being of the Company or any other person appointed by resolution of the Directors or other governing body of the Company may act as its representative at any meeting of any corporation of which the

Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.

Indemnity

34. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, 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. No Director or other officer shall be liability for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by the Act.