

Company No: 4334042

The Companies Act 1985
Company Limited by Shares

Written Resolution

- of -


Absolute Radio UK Limited

Passed the 19th day of June 2002

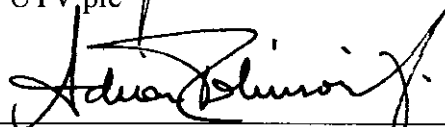
We, the undersigned, being all the members of the Company having the right to attend and vote at general meetings of the Company signify our assent to the passing of the resolution set out below as a special resolution under the provisions of section 381A of the Companies Act 1985 to the effect that such resolution shall be deemed to be as effective as if it had been passed at a general meeting of the Company duly convened and held.

Special Resolution

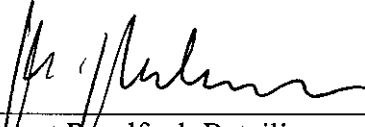
- (1) That the regulations contained in the document produced to the meeting and for the purposes of identification signed by the chairman thereof be approved and adopted as the memorandum and articles of association of the Company in substitution for and to the exclusion of all existing memorandum and articles of association thereof.



For UTV plc



For Absolute Radio International Limited



For Eurocast Rundfunk Beteiligungs GmbH



COMPANIES ACT 1985 as amended
COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

ABSOLUTE RADIO UK LIMITED

L' E S T R A N G E
B R E T T

S O L I C I T O R S

Company No: 4334042

CERTIFICATE OF UPDATING

THIS IS TO CERTIFY THAT THIS IS AN UPDATED COPY
OF THE MEMORANDUM AND ARTICLES OF
ASSOCIATION OF ABSOLUTE RADIO UK LIMITED

AS AT THE 19th June 2002

SIGNED:

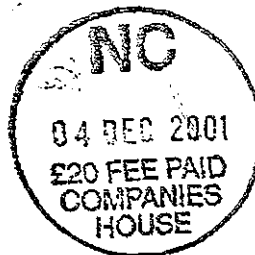


DIRECTOR

4334042

The Companies Acts 1985 and 1989

COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

of

ABSOLUTE RADIO (UK) LIMITED

£80 Rem 715593



A21
COMPANIES HOUSE
COMPANIES HOUSE

0350
29/06/02
04/12/01

1. The Company's name is ABSOLUTE RADIO (UK) LIMITED.

2. The Company's Registered Office is to be situated in England & Wales.

3. The Company's objects are:

(A) To carry on business as investors in, and as producers, directors, distributors and financiers of all forms of media, film, video, television, radio, radio productions and to act as owners, managers, advisors and consultants to, and operators of all forms of media, film, video, television, radio, radio productions and to engage in the hiring, letting or leasing of sound-proofed rooms, film studios, recording studios, audition rooms, and to engage in the hiring, letting or leasing of and to act as dealers in sound recording, amplification, transmission equipment, musical instruments, parts and accessories, sheet-music, song-sheets and books, as promoters and managers of actors, comics, singers, musicians and musical groups, as organisers and promoters of concerts, cabaret shows, stage performances and of all manner of entertainments, shows and displays, to act as agents for and to place contracts with, for or on behalf of performers, recording and publishing contractors, sound, light and stage technicians and others, to acquire, hold, grant, sell or otherwise dispose of licences, contracts, franchises and all manner of rights, options and generally to act as employment, travel, accommodation and theatre booking agents and as tour operators; provided that nothing herein contained shall empower the company to carry on the business of broadcasting except by licence from the relevant Government Minister.

(B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company, or further any of its objects.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the

Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.

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

(J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to

guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(V) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that in the construction of this clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.

5. The Company's share capital is £100,000 divided into 100,000 shares of £1 each.

The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

Name Address and Description Of Subscriber	Number of Shares taken by Subscriber
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Combined Nominees Limited,
Victoria House
64 Paul Street
London
EC2A 4NG

One

authorised signatory *A. Paul*
ON BEHALF OF COMBINED NOMINEES LIMITED

Total Number Of Shares Taken	One
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Dated the 4th day of December, 2001

Witness to the above Signature:

K. E. Hopkins
Crwys House
Crwys Road
Cardiff CF24 4YF

K. E. Hopkins

Formations Division

The Companies Act 1985 as amended

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ABSOLUTE RADIO UK LIMITED

1 INTERPRETATION

In the first line of regulation 1 of Table A after the word 'regulations' the words 'and in any articles adopting in whole or in part the same' shall be inserted.

In these Articles and in Table A unless the context otherwise requires, the following words and expressions shall have the following meanings:

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

"Board" means the board of directors of the Company from time to time;

"Director", means a Director of the Company, appointed pursuant to Table A and any Relevant Agreement;

"Deemed Transfer Notice" means a Transfer Notice deemed to have been given under any provision of these Articles or any Relevant Agreement;

"Encumbrance" means and includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option or right of pre-emption) or any mortgage, pledge, lien or assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property;

"Expert" means such a person as shall be appointed by agreement in writing by the members or, failing agreement within 14 days, appointed by the President from time to time of the Institute of Chartered Accountants in England and Wales;

"paid up" means, in relation to a share, paid up or credited as fully paid up;

"Relevant Agreement" means any agreement relating (in whole or in part) to the management of the Company and the members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles including a shareholders' agreement of even date herewith between (1) Absolute Radio International Limited, (2) Ulster Television plc, (3) Eurocast Rundfunk Beteiligungs GmbH and (4) the Company and a management services agreement of even date herewith between (1) Absolute Radio International Limited and (2) the Company;

"Share" means an ordinary share of £1.00 in the capital of the Company;

"Table A" means Table A in the Companies (Tables A to F) Regulations 1985;

"these Articles" means these Articles of Association as amended from time to time;

"Transfer Notice" has the meaning attributed in Article 8.2 and includes, where the context admits, a Deemed Transfer Notice.

Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.

Regulations 24, 50, 65 to 69, 73 to 79 inclusive, 87, 109 and 118 of Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the Articles of the Company.

2 SHARE CAPITAL

The share capital of the Company at the date of adoption of these Articles is £100,000 divided into 100,000 Shares.

3 SHARES

- 3.1 Subject to the provisions of Article 3.2 and to any directions which may be given by the Company in general meeting, the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Section 80 (2) of the Act) and without prejudice to the generality of the foregoing any shares unissued at the date of adoption of these Articles and any shares hereafter created shall be under the control of the Directors, who may allot, grant options or create subscription or conversion rights over, deal with or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as they may think proper, provided that no shares shall be issued at a discount.
- 3.2 The maximum nominal amount of share capital which the Directors may allot, grant options or create subscription or conversion rights over, deal with or otherwise dispose of in accordance with this Article shall be the total amount stated in Clause

3.1 of the Memorandum of Association of the Company or such other amount as shall be authorised by the Company in general meeting.

3.3 The authority conferred on the Directors by Article 3.1 shall expire on the day preceding the fifth anniversary of the date of adoption of these Articles and shall be on terms that the Company may make any offer or agreement before the expiry of this authority which would or might require relevant securities to be allotted after this authority has expired and so that the Directors may allot relevant securities in pursuance of any such offer or agreement.

3.4 The provisions of Section 89(1) of the Act shall not apply to the Company.

4 REDEMPTION OR PURCHASE OF OWN SHARES OUT OF CAPITAL

Subject to the provisions of Chapter VII of Part V inclusive of the Act, the Company may purchase its own shares and, if it is a private company, make a payment in respect of the redemption or purchase of its shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares of the Company or out of capital (within the meaning of Section 171(2) of the Act).

5 LIEN, CALLS ON SHARES AND FORFEITURE

5.1 The lien conferred by regulation 8 of Table A shall also attach to fully paid shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any member, whether he is their sole registered holder or one of two or more joint holders, for all money presently payable by him or his estate, to the Company. Regulation 8 of Table A shall be modified accordingly.

5.2 Regulation 12 of Table A shall apply as if the words "and except as agreed between the Company and any member in the case of the shares held by him" were inserted immediately after the words "terms of allotment".

5.3 The liability of any member in default in respect of a call share shall be increased by the addition at the end of the first sentence of regulation 18 of Table A of the words:

"and also expenses that may have been incurred by the Company by reason of non-payment of the call".

6 TRANSFER OF SHARES

6.1 No member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share (save as may be required in pursuance of his obligations under these Articles or any Relevant Agreement) or create or permit to exist any Encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except (but subject always to Article 6.5 below):

6.1.1 as permitted by Article 7;

6.1.2 as permitted by Article 8; and

6.1.3 as permitted by a Relevant Agreement.

6.2 If a member at any time attempts to deal with or dispose of a share or any interest therein or right attaching thereto otherwise than as permitted by these Articles he shall be deemed immediately prior to such attempt to have given a Transfer Notice in respect of such share.

6.3 For the purpose of ensuring that a particular transfer of shares is permitted hereunder the Directors may require the transferor or the person named as transferee in any transfer lodged for registration to furnish the Company with such information and evidence as the Directors may think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the Directors within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question.

6.4 Where a Transfer Notice in respect of any share is deemed to have been given under any provision of these Articles or under any Relevant Agreement and the circumstances are such that the Directors (as a whole) are unaware of the facts giving rise to the same, such Transfer Notice shall be deemed to have been received by the Directors on the date on which such Directors (as a whole) actually became aware of such facts and the provisions of Article 8 shall apply accordingly.

6.5 Subject to Article 6.3, the Directors shall not refuse to register any transfer of a share which is permitted under these Articles but may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted hereunder if it is a transfer:

6.5.1 of a share on which the Company has a lien;

6.5.2 of a share (not being a fully paid share) to a person to whom they shall not approve and shall in any event refuse to register the transfer of a share which is prohibited by any Relevant Agreement.

6.6 If a member or his nominee becomes aware of any event which is deemed to give rise to an obligation to serve a Transfer Notice he shall forthwith give written notice thereof to the Directors.

6.7 The election by the personal representative of a member to become the registered holders of any share pursuant to regulation 30 of Table A shall be permitted by the Directors and shall not give rise to any obligation to serve a Transfer Notice (as hereinafter defined) in respect of such share. Regulation 30 of Table A shall be modified accordingly.

7 PERMITTED TRANSFERS

7.1 Where the shares are held by a body corporate:

7.1.1 any member being a body corporate (not being in relation to the shares in question a holder thereof as a trustee of a family trust) may at any time transfer all or any shares held by it to a member of the same group (as hereinafter defined);

7.1.2 where shares have been transferred under Article 7.1.1 above (whether directly or by a series of transfers thereunder) from a body corporate ("the Transferor Company" which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group ("the Transferee Company") and subsequently the Transferee Company ceases to be a shareholder of the same group as the Transferor Company then the Transferee Company shall forthwith transfer the relevant shares (as hereinafter defined) to the Transferor Company, and failure so to transfer such shares within 28 days of the Transferee Company ceasing to be a shareholder of the same group as the Transferor Company shall result in a Deemed Transfer Notice having been given in respect of the relevant shares;

7.1.3 for the purposes of this Article 7:

7.1.3.1 the expression "a member of the same group" means a company which is for the time being a holding company of which the Transferor Company is a wholly owned subsidiary or a wholly owned subsidiary of the Transferor Company or of any holding company of which the Transferor Company is a wholly owned subsidiary; and

7.1.3.2 the expression "relevant shares" means and includes (so far as the same remain for the time being held by the Transferee Company) the shares originally transferred to the Transferee Company and any additional shares issued or transferred to the Transferee Company by virtue of the holding of the relevant shares or any of them.

7.2 Any member being a body corporate (not being in relation to the shares in question a holder thereof as a trustee of a family trust) may at any time transfer all or any of the shares held by it to another body corporate which has acquired in connection with a bona fide scheme of amalgamation or reconstruction the whole or the main part of the undertaking or assets of such member.

7.3 Unless all the members otherwise agree, no transfers of any share permitted by these Articles shall be made during the active period of any Transfer Notice or Deemed Transfer Notice in respect of such share (and for this purpose "active period" in respect of a given notice means the period from the time of its service until the time when no member has any further rights or obligations directly or indirectly, pursuant to that notice).

8 PRE-EMPTION RIGHTS

- 8.1 Except for a transfer which is permitted under these Articles as mentioned in Article 6.1, no share or shares in the Company shall be transferred until the following conditions of this Article are complied with.
- 8.2 Any member proposing to transfer a share ("the Proposing Transferor") shall first give written notice ("the Transfer Notice") to the Directors that the Proposing Transferor desires to transfer all of the shares then held by him. In the Transfer Notice the Proposing Transferor shall specify:
- 8.2.1 the number shares which the Proposing Transferor wishes to transfer ("the Transfer Shares"); and
- 8.2.2 whether or not the Proposing Transferor has received an offer from a third party for the Transfer Shares and if so the identity of such third party and the price offered for the Transfer Shares.
- 8.3 A Transfer Notice shall be deemed to include a condition ("Total Transfer Condition") that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article none shall be so sold. Any two or more members holding shares shall be entitled to serve a joint Transfer Notice (meaning a notice signed by each of them specifying shares which they wish together to transfer) containing a Total Transfer Condition and such notice shall for all the purposes of this Article take effect as if it were a single Transfer Notice and the Total Transfer Condition related to all the shares the subject of the joint Transfer Notice but the obligations of these members thereunder or in respect thereof shall be several only in proportion to the number of Transfer Shares which they hold respectively.
- 8.4 The Transfer Notice shall constitute the Company (by the Board) as the agent of the Proposing Transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the Transfer Notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms and subject to the provisions of this Article.
- 8.5 The Transfer Notice (except for one deemed to have been given under any provision of these Articles or under any Relevant Agreement) shall be revocable at any time until the expiration of the Withdrawal Period (as hereinafter defined) but if the Proposing Transferor revokes a Transfer Notice he may not subsequently transfer the shares which are the subject of the Transfer Notice (or any interest therein) otherwise than in accordance with these Articles and any Relevant Agreement.
- 8.6 Where a Transfer Notice is given in respect of more than one holding of shares it shall be deemed for the purposes of this Article to comprise a number of separate Transfer Notices, one in respect of each such holding.
- 8.7 Within seven days after the receipt of any Transfer Notice the Directors shall serve a copy of that Transfer Notice on all the members other than the Proposing Transferor. In the case of a Deemed Transfer Notice the Directors shall similarly serve notice on all the members (including the Proposing Transferor), notifying them that the same

has been deemed to have been given, within 3 months after (i) the date of the event giving rise to the Deemed Transfer Notice or (ii) (if later) the date on which the Directors (as a whole) actually became aware of such event.

- 8.8 Subject as provided otherwise in these Articles or in any Relevant Agreement the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price per Transfer Share ("the Transfer Price") determined in accordance with the provisions of Articles 8.9 to 8.11 (inclusive) below.
- 8.9 The Transfer Price shall be the price of a bona fide third party offer, or, if no such offer is made or there is disagreement between the Proposing Transferor and the Board excluding any Directors appointed by the Proposing Transferor acting by majority as to the bona fides of such third party offer, such price as shall be agreed in writing between the Proposing Transferor and the Board excluding any Directors appointed by the Proposing Transferor acting by majority or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to Article 8.7 above, the Transfer Price shall be certified by the Expert (acting as expert and not as arbitrator and whose written determination shall be final and binding on the members).
- 8.10 The Expert shall certify the Transfer Price by reference to the open market value of the Transfer Shares as at the date of the Transfer Notice on the following assumptions and bases:
- 8.10.1 valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser;
 - 8.10.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - 8.10.3 that the Transfer Shares are capable of being transferred without restriction;
 - 8.10.4 valuing the Transfer Shares as a rateable proportion of the total value of all the issued shares of the Company which value shall not be discounted or enhanced by reference to the number thereof.
- 8.11 The Company will use its reasonable endeavours to procure that the Expert determines the Transfer Price within 21 days of being requested to do so.
- 8.12 If any difficulty shall arise in applying any of the foregoing assumptions and bases then such difficulty shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit.
- 8.13 If the determination of the Transfer Price is referred to the Expert, the date of determination of the Transfer Price ("the Determination Date") shall be the date on which the Directors receive the Expert's determination of the Transfer Price. If the Transfer Price is determined by written agreement between the Proposing Transferor

and the Board as aforesaid, then the Determination Date shall be the date on which such agreement is made.

- 8.14 Where the Expert has determined the Transfer Price as aforesaid the Proposing Transferor shall (except in the case of a Transfer Notice deemed to have been given under any provision of these Articles or under any Relevant Agreement) be entitled if the Transfer Price is not acceptable to him to revoke the Transfer Notice by giving notice in writing to the Directors that he does so within a period of 14 days after the Determination Date (such period being herein referred to as "the Withdrawal Period")
- 8.15 The costs and expenses of the Expert in determining the Transfer Price and of his appointment shall be borne as the Expert shall in his absolute discretion determine.
- 8.16 Within 7 days after the Determination Date or, if the Transfer Notice is capable of being revoked, within 7 days of the expiry of the Withdrawal Period the Transfer Shares shall be offered for purchase at the Transfer Price by the Directors, to the members (other than the Proposing Transferor) who at the date of the offer are registered as the holders of Shares in proportion to the number of Shares then held by them respectively. Every such offer shall be made in writing and shall specify (i) the total number of Transfer Shares; (ii) the number of Transfer Shares offered to the member ("Pro-Rata Entitlement") and (iii) a period (being not less than 14 days and not more than 21 days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member in applying for his Pro-Rata Entitlement and for any shares in excess of such entitlement which he wishes to purchase. Upon the expiry of the said offer period, the Directors shall allocate the Transfer Shares in the following manner:
- 8.16.1 to each member who has agreed to purchase shares, his Pro-Rata Entitlement or such lesser number of Transfer Shares for which he may have applied; and
- 8.16.2 if any member has applied for less than his Pro-Rata Entitlement, such excess shares shall first be offered to those members who have applied for any part of such excess in proportion to the number of shares then held by them respectively (but without allocating to any member a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this paragraph without taking account of any member whose application has already been satisfied in full.
- 8.17 If any of the Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the members, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the Directors shall think fit (save that in the case of competition the Transfer Shares shall be sold to the acceptors in proportion to the aggregate nominal value of the shares then held by each of them respectively).

- 8.18 If by the foregoing procedure, the Directors shall not receive acceptances from members in respect of all the Transfer Shares within the period(s) of the aforesaid offer(s), they shall forthwith give notice in writing of that fact to all the members, whereupon the holders of at least three quarters in nominal value of the issued shares of the Company (excluding shares held by the Proposing Transferor) shall be entitled within 14 days of service of that notice to nominate (by giving notice in writing to the Directors signed by each such holder or on his behalf and which may consist of several notices in the like form) any person or persons (whether or not a member) who has expressed his willingness in writing to purchase all or any of those Transfer Shares in respect of which acceptances have not been received at the Transfer Price as the Purchaser(s) of all or such Transfer Shares (and the Directors shall be deemed to have made an offer of such shares accordingly); Provided that if any such nominated Purchaser shall fail to complete any such purchase in accordance with this clause or to perform or discharge any of his other obligations hereunder, the members (other than those who did not sign the aforesaid notice(s)) shall be jointly and severally liable to complete such purchase in place of that nominated Purchaser and to perform and discharge all such other obligations.
- 8.19 No offer of Transfer Shares made by the Directors pursuant to these Articles shall be capable of acceptance until all of the Transfer Shares shall have been accepted. If, by the foregoing procedure the Directors shall not receive acceptances in respect of all the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the Proposing Transferor and none of the Transfer Shares will be sold to the members (or any person or persons nominated pursuant to Article 8.18. Subject as provided below, the Proposing Transferor may within a period of 6 months after the date of the Directors' said notice sell all (but not some only) of the Transfer Shares to any person or persons (including any member) at any price which is not less than the Transfer Price (after deducting, where appropriate, any net dividend or other distribution to be retained by the Proposing Transferor).
- 8.20 If, by the foregoing procedure, the Directors shall receive acceptances or nominations in respect of all of the Transfer Shares the Directors shall forthwith give notice in writing as hereinafter mentioned to the Proposing Transferor and to the member or members who have agreed to purchase the same or to the person or persons nominated pursuant to Article 8.18 ("Purchaser" or "Purchasers") and the Proposing Transferor shall thereupon become bound upon payment of the Transfer Price to the Proposing Transferor, (whose receipt shall be a good discharge to the Purchaser, the Company and the Directors therefor none of whom shall be bound to see to the application thereof), to transfer to each Purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of each Purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside the United Kingdom). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the Directors.

- 8.21 If a Proposing Transferor, having become bound to transfer any Transfer Shares pursuant to these Articles, makes default in transferring the same the Directors may authorise some person (who is (as security for the performance of the Proposing Transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the Proposing Transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the Proposing Transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the Proposing Transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- 8.22 The Directors may require to be satisfied that any shares being transferred by the proposing Transferor pursuant to Article 8.20 are being transferred in pursuance of a bona fide sale for the consideration stated in the Transfer Notice and if not so satisfied may refuse to register the instrument of transfer.
- 8.23 In this Article a "Relevant Event" means:
- 8.23.1 a receiver, manager, administrative receiver or administrator is appointed of such member or over all or any part of its undertaking or assets; or
- 8.23.2 such member entering into liquidation (other than voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction).
- 8.24 Upon the happening of any Relevant Event the member in question shall be deemed to have immediately given a Transfer Notice in respect of all the shares as shall then be registered in the name of such member.
- 8.25 An obligation to transfer a share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any Encumbrance.
- 8.26 The provisions of this Article may be waived in whole or in part in any particular case with the prior written consent of all the members.
- 8.27 If, under any of the provisions of this Article, any members become jointly and severally liable to complete the purchase of any Transfer Shares in place of any nominated purchaser, then as between such members, each of them shall purchase such number thereof as shall bear to the total number of Transfer Shares in question the same proportion as the number of shares held by such member at the date of the

relevant nomination bore to the total number of shares then held by all such members.

- 8.28 Notwithstanding the provisions of Article 8.19 above, no transfer of any Shares shall be made by the Proposing Transferor pursuant to that Article or registered without the previous consent in writing of the other members if it would result in any person (or persons acting together) obtaining 50% or more of the entire issued share capital of the Company ("Proposed Transferee") unless, before the transfer is made, the Proposed Transferee (and where the Proposed Transferee comprises persons acting together, any or all such persons) makes a written offer to all the members to purchase all the shares in the capital of the Company then in issue at the same time and on the same terms and conditions (including without limitation the period during which such offer shall remain open for acceptance which shall be at least 30 days) as the Proposed Transferee has offered to purchase the Transfer Shares from the Proposing Transferor.

9 ISSUE OF NEW SHARES

- 9.1 The authorised and issued share capital of the Company shall consist only of Shares.
- 9.2 All unissued shares in the capital of the Company from time to time shall be issued only in such a manner so that on each occasion (unless all the members otherwise agree) Shares are issued at the same price and otherwise on the same terms.
- 9.3 Section 89(1) of the Act shall not apply to an allotment of any equity security where the consent to that allotment of every member has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles and any Relevant Agreement.

10 PROCEEDINGS AT GENERAL MEETINGS

- 10.1 Regulation 37 of Table A shall be modified by the deletion of the words "within the United Kingdom".
- 10.2 All general meetings shall be held in the United Kingdom unless all the members agree otherwise.
- 10.3 A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.
- 10.4 Regulation 53 of Table A shall be deemed amended by the deletion of all words after "convened and held" and the addition of a second sentence reading:-

"Such resolution may consist of several documents in like form each signed by one or more members in which event the resolution shall be deemed passed upon notification (by any means) of signature to the registered office or the secretary of

the Company. In the case of a joint holder of a share, the signature of any one of such joint holders shall be sufficient for the purposes of this regulation."

- 10.5 A proxy shall be entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly.
- 10.6 A resolution in writing in accordance with regulation 53 of Table A shall be deemed to have been duly executed by a corporation if signed by one of its directors or its secretary. In the case of a joint holder of a share the signature of any one of such joint holders shall be sufficient for the purposes of regulation 53 as aforesaid.
- 10.7 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 60 of Table A shall be modified accordingly.
- 10.8 The Chairman of a general meeting shall not be entitled to a second or casting vote.
- 10.9 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Three members present in person or by proxy shall be a quorum. Regulation 40 of Table A shall not apply.
- 10.10 Regulation 41 of Table A shall apply as if there were added a second sentence reading:

"If a quorum is not present within half an hour from the time appointed for resumption of the meeting, such meeting shall be deemed dissolved".
- 10.11 The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a Chairman and on a motion to adjourn the meeting. Regulation 43 of Table A shall be modified accordingly.
- 10.12 On a show of hands, every member who is present (in person or by proxy or by duly authorised representative) shall have one vote, and on a poll, every member shall have one vote for every share of which he is the holder.
- 10.13 It shall not be necessary to give any notice of adjournment or of any business to be transacted at an adjourned meeting notwithstanding the length of such adjournment. Regulation 45 of Table A shall be deemed modified accordingly.

11 VOTES OF MEMBERS

- 11.1 An instrument of proxy which has not been deposited as required by regulation 62 of Table A shall nonetheless be treated as valid if before the close of business of the meeting at which the person named in the instrument proposed to vote the instrument of proxy is produced to the Chairman of such meeting. Regulation 62 of Table A shall be deemed modified accordingly.

- 11.2 Subject to the provisions of any Relevant Agreement, Regulation 57 of Table A shall apply as if there were added a second sentence reading:

"No moneys shall be payable by a member in respect of any share unless and until the Directors make a call upon that member in respect of that share in accordance with regulation 12 thereof".

12 QUALIFICATION OF DIRECTORS

- 12.1 The number of Directors may be fixed by the Company in general meeting and until so fixed the maximum number of Directors shall be 9.
- 12.2 A Director shall not be required to hold any qualification shares in the Company.

13 DIRECTORS' INTERESTS

Subject to the provisions of Part XI of the Act, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a Director may vote on any matter in which he has declared to the Board in writing that he is interested (whether or not such interest conflicts with that of the Company) and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him from any such interest to the extent that such interest has been declared as aforesaid (regulations 85 and 94 of Table A shall be deemed modified accordingly).

14 ROTATION OF DIRECTORS

The Directors shall not be liable to retire by rotation, and accordingly from the commencement of the second sentence to the end of regulation 79 of Table A shall be deleted.

15 ALTERNATE DIRECTORS

- 15.1 Any director (other than an alternate director) may at any time appoint any person (including another director) to be an alternate director and may at any time terminate such appointment in each case by written notice to the Company. The same person may be appointed as the alternate director of more than one Director.
- 15.2 The appointment of an alternate director shall determine on the happening of any event which, if he were a director, would cause him to vacate such office or if his appointor ceases to be a Director.

- 15.3 An alternate director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If an alternate director shall be himself a Director or shall attend any such meeting as a alternate for more than one Director, his voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present.
- 15.4 If his appointor is for the time being absent from the United Kingdom or otherwise not available, the signature of an alternate director to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate director shall be deemed to be a Director for the purpose of signing instruments to which the seal is affixed and regulation 101 of Table A shall be modified accordingly. An alternate director shall not be deemed to be a Director for the purposes of Article 12.1.
- 15.5 An alternate director shall be entitled to contract and be interested in and benefit from contracts or other arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration, except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

16 PROCEEDINGS OF DIRECTORS

- 16.1 Subject to any Relevant Agreement, the quorum for the transaction of the business of the Directors or any committee of the Directors shall be three.

The following sentence shall be deleted from regulation 88 of Table A:

“It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom”.

- 16.2 In the event that at a duly convened meeting of the Directors or of any committee of the Directors the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place provided that if a quorum is not present within half an hour from the time appointed for resumption of the meeting, such meeting shall be deemed dissolved.
- 16.3 Except as may be agreed by all the Directors in any particular case, no business or resolution shall be transacted or passed at any meeting of the Directors except as was fairly disclosed in the agenda for such meeting.

- 16.4 A resolution in writing signed or approved in writing by each Director or his alternate shall be as valid and effective as if it had been passed at a meeting of the Directors fully convened and held and when signed may consist of several documents in like form each signed by one or more of the Directors or their alternates in which event the resolution shall be deemed passed upon notification (by any means) of signature to the registered office or the secretary of the Company.
- 16.5 The following sentence shall be inserted after the first sentence of regulation 72 of Table A:
- "Any committee shall have power, unless the Directors otherwise direct, to co-opt as a member or members of the committee for any specific purpose any person or persons although not being a Director of the Company."
- 16.6 It shall not be necessary for the purpose of a Directors' meeting that all participants be present at the same place provided that the Directors counted in the quorum are all in contact for the purpose of the meeting whether in person or by radio or telephone, facsimile transceiver, telegraph, computer or other instantaneous means of communication.
- 16.7 A resolution agreed by all the Directors by means of telephone communication, facsimile transceiver, telegraph, computer or other instantaneous means of communication shall be valid if such resolution is expressed to be passed pursuant to this provision.
- 16.8 The Chairman of the meeting or of any committee of the Directors shall not be entitled to a second or casting vote.

17 OFFICIAL SEAL FOR USE ABROAD

The Company may have an official seal for use under the provisions of the Act, where and as the Directors shall determine, and the Company may by writing under the common seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company, for the purpose of affixing and using such official seals, and may impose such restrictions on the use thereof as it may be thought fit. Wherever in these Articles reference is made to the Common Seal of the Company the reference shall, when and so far as may be applicable be deemed to include any such official seal as aforesaid.

18 NOTICES

- 18.1 Regulation 112 of Table A shall be modified by the following insertion after "registered address" "or to such other address whether within or outside the United Kingdom as he may supply to the Company for that purpose".
- 18.2 Every Director of the Company and every alternate director shall be entitled to receive notices of general meetings (at his usual address or such other address as he

may notify to the Company) in addition to the persons so entitled under the Act. The third sentence of regulation 112 of Table A shall be deleted.

- 18.3 Regulation 116 of Table A shall be modified by the substitution of the words "at the address, if any, whether within or outside the United Kingdom" for the words "the address, if any, within the United Kingdom".

19 ACCOUNTS AND INFORMATION

Every member shall be entitled, either himself or through his agents duly authorised in writing, during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company and each of its subsidiaries on giving not less than 48 hours written notice to the secretary (or, if there is none at that time, the Chairman). The Company shall give each such member all such facilities as he may reasonably require for such purposes including the use of copying facilities. The Company may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid.

20 INDEMNITY

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

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER

COMBINED NOMINEES LIMITED

Victoria House

64 Paul Street

London

EC2A 4NG

DATED this 4th day of December 2001

WITNESS to the above signatures:-

K E Hopkins

Crwys House

33 Crwys Road

Cardiff

CF24 4YF