

**WRITTEN RESOLUTIONS OF
KCS TRADE PRINT LIMITED**

The Companies Acts 2006

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 and 2 below are passed as special resolutions (**together Special Resolutions**).

SPECIAL RESOLUTIONS

1. "THAT the authorised share capital of the company be increased from £1,000 to £2,000 by the creation of 998 ordinary shares and 2 preference shares of £1 each."
2. "THAT the Company adopts as its new Articles of Association, articles in the form of the printed document annexed to this resolution and marked "A" in the substitution for and to the exclusion of the existing articles of the Company."

NOTES

1. You can choose to agree to the all of the Special Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to Terrye Teverson of KCS Trade Print whose registered office is at Unit 1, Southgate Technology Park, Pennygillam Ind Est, Launceston, Cornwall, PL15 7ED.
- **Post:** returning the signed copy by post to Terrye Teverson of KCS Trade Print whose registered office is at Unit 1, Southgate Technology Park, Pennygillam Ind Est, Launceston, Cornwall, PL15 7ED.
- **Fax:** faxing the signed copy to 01566 773696 marked "For the attention of Terrye Teverson".



- **E-mail.** by attaching a scanned copy of the signed document to an e-mail and sending it to 'Terrye@KCSprint.co.uk'. Please enter "Written resolutions dated the day of 29/10/ 2007" in the e-mail subject box.

If you do not agree to all of the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

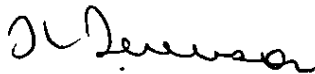
2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.

3. Unless, by 1 November 2007, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.

4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Signed



Date

29/10/07

TERRY TEVERSON AS NOMINEE FOR KCS PRINT HOLDINGS LIMITED

The Companies Act 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
KCS TRADE PRINT LIMITED

- 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A1") shall apply to the Company save in so far as they are excluded or varied hereby, that is to say, Clauses 3, 24, 64 and 99 of Table A shall not apply to the Company, and in addition to the remaining Clauses of Table A, as varied by these Articles, the following shall be the regulations of the Company.
2. The Company is a private Company and shall not offer to the public (whether for cash or otherwise) any shares in or debentures of the Company, or allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

SHARE CAPITAL

3. The share capital of the Company is £2000 divided into 1998 ordinary shares of £1 each and 2 preference shares of £1 each.
4. The preference shares in the capital carry a monthly non-fixed cumulative preferential dividend of not less than £1,600 (exclusive of the associated tax credit) on the capital for the time being paid up on those shares, and on a winding up or repayment of capital shall entitle the holders to repayment of the capital paid up on these shares (together with a sum equal to any arrears or deficiency of the non-fixed dividend, whether declared or earned or not, calculated down to the date of the return of capital) in priority to any payment to the holders of the ordinary shares, but the preference shares shall not entitle the holders to any further or other participation in the profits or assets of the company nor to receive notice of or attend or vote at any general meeting.
- 5 The shares of the Company shall be under the control of the Directors who may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section S4 (2) of the Companies Act 1985) to such persons on such terms and in such manner as they think fit.

6. All relevant securities of the Company from time to time un-issued shall come under the general authority conferred by Article 3 hereof for a period of not more than five years from the date of incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting (but not for more than five years at a time) and the Directors under the general authority shall be entitled 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.
7. Section 89 (1). of the Companies Act 1985 shall be excluded from applying in relation to any allotment of shares in the Company.
8. The Company shall have the power to issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder subject to the provisions within Part V of the Companies Act 1985 and on such terms as may be provided by the resolution of the Company creating such redeemable shares.
9. The Company may purchase its own shares (including any redeemable shares) subject to the provision of Part V of the Companies Act 1985.
10. The Company may make a payment in respect of the redemption or purchase of any of its shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares subject to Sections 159 or 162 (as the case may be) of the Companies Act 1985.

LIEN

- 11 The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time or called in respect of that share and all shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder Thereof or shall be one of two or more joint holders or his estate and clause 8 of Table A shall be modified accordingly

GENERAL MEETINGS

- 12 Every notice convening a General Meeting shall comply with the provisions of Section 372 (3) of the Companies Act 1985, as to giving information to members in regard to their right to appoint proxies, and notices of any other communications relating to any

General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

13. If a quorum is not present within half an hour from the time appointed for a General Meeting, the General Meeting will stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved and Clause 41 in Table A shall not apply to the Company.

TRANSFER OF SHARES

14. T
The Directors may in their absolute discretion and without assigning any reason therefor decline to register the transfer of a share whether or not it is a fully paid share.

PRE-EMPTION RIGHTS

15. U
Unless these Articles otherwise provide, every shareholder who wants to transfer any shares must give written notice to the Company ('Transfer Notice'). The transferor under the Transfer Notice is referred to as the Seller.
16. T
Transfer Notice have the effect of appointing the Company as agent of the Seller for the sale of shares to be sold ('Sale Shares').
17. A
Transfer Notice must specify the class, number and certificate number of the Sale Shares. The Transfer Notice shall state whether or not the Seller has received an offer from a third party for the Sale Shares and the identity of that third party and any terms relating to the sale. The Transfer Notice must state that unless all the Sale Shares are sold, none of them can be sold ('Total Transfer Consideration'). A Total Transfer Consideration is binding on the Company.
18. T
The price per Sale Share ('Transfer Price') will be decided by agreement between the Seller and the Directors but if they fail to agree within 28 business days of receipt by the Company of the Transfer Notice,

Article 19 will apply.

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f the Seller and the Director fail to agree the Transfer Price, it will be calculated and then certified by an umpire nominated (acting as expert and not arbitrator) by the parties, or if not agreed appointed by the President of the Chartered Institute of Accountants in England and Wales ('Expert'). The Expert's decision is final and binding

- a On the basis of a sale between a willing seller and a willing buyer of the Sale Shares as at the date of the Transfer Notice;
- b Taking into account, if this is the case, any bona fide offer from any person not being a share holder to buy any shares comprised in or of the class comprised in the Transfer Notice;
- c. Without any discount by reason of the proportion of the issued share capital of the Company represented by the Sale Shares; and
- d. On the assumption that the Sale Shares are capable of transfer without restriction.

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f the Expert is asked to certify the Transfer price, he must deliver his certificate to the Company which must immediately on receipt give a copy of it to the Seller. The Seller may (with 10 business days of receiving his copy of the certificate) by written notice to the Company cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate is to be met by the Company unless the Seller cancels his authority in which case the Seller will meet the cost.

21.

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nce the Transfer Price has been determined then, unless the Seller gives a valid notice of cancellation, the Sale Shares will be offered as follows:

- a First offer the Sale Share at the Transfer Price to all the shareholders (except the Seller) pro rata as nearly as may be to the respective number of shares held by those shareholders. This offer will remain open for acceptance for 28 business days ('First Offer Period'). This offer will invite the relevant shareholder to state in writing the maximum number of Sale Shares offered to them they wish to buy,
- b If any shares remain unsold at the end of the First Offer Period those unsold Sale Shares will immediately be offered at the Transfer Price to the shareholders who have already accepted Sale Shares and if there is more than one in proportion as nearly as may be to their existing holding of shares This offer remains open for a further

period of 21 business days and after the end of that further period, the Company will continue to make offers on the same terms while any shareholder continues to state in writing his willingness to buy all the shares offered to him.

22. If the Company finds a buyer for all or any of the Sale Shares the Seller must on receipt of the Transfer Price transfer the Sale Shares (or as many of the Sale Shares that the Company has found a buyer(s) for) to those/those buyer(s). If the Seller fails to carry out the sale, the Company may authorise some other person to execute a transfer of the Sale Shares to the buyer(s) and the Company may give a good receipt for the Transfer Price and may register the buyer(s) as the holder(s) of the Sale Shares and issue to it/them certificate(s) for these Sale Shares at which point the buyer(s) become(s) entitled to the Sale Shares.
23. If the Company fails within 21 business days of the service of the final offer by the Company under Article 21 to find Shareholders willing to buy all of the Sale Shares or if through no default (withdrawal of the Transfer Notice by the Seller under Article 20 not being a default) of the Seller, the purchase of any of the Sale Shares is not completed within 21 business days of the due date for completion, the Seller is free at any time within six months of the end of these periods to transfer any of the Sale Shares which were not accepted or in respect of which the sale was not completed, to any person he may wish provided that:
- a. the sale is completed at the Transfer Price or any higher or (subject to what is said below) lower price and the terms of payment of the purchase price are no more favourable to the buyer than those rejected by the existing shareholders; and
 - b. no Sale Shares may be sold at a lower price than the Transfer Price without first serving a further Transfer Notice on the Company setting out that lower price and the provisions of this Article 23(b) apply to this further Transfer Notice except that the period of acceptance will be 7 business days instead of 21 business days and the Transfer Price will be that lower price. However if the Sale Shares were the subject of a Total Transfer Condition the sale may only be made of all the Sale Shares and not part only.

DRAG ALONG OPTION

24. If holders of 75% in nominal value of the Shares ('Selling Shareholders') wish to transfer all their interest in their Shares ('Transferring Shares') to a bona fide arm's length buyer ('Buyer'), the Selling

Shareholders have the option ('Drag Along Option') subject to the terms of the Agreement, to require all the other Shareholders ('Called Shareholders') to sell and transfer all their shares of whatever class and whether held directly or controlled by the Shareholder ('Called Shares') to the Buyer or as the Buyer may direct, in accordance with these Articles.

25. The Selling Shareholders may exercise the Drag Along Option by giving written notice at any time before the transfer of their shares to the Buyer ('Drag Along Notice'). A Drag Along Notice must state that the Called Shareholders are required to transfer all the Called Shares to the Buyer under this Article, the identity of the Buyer, the consideration payable and the proposed date of transfer.

26. A Drag Along Notice once issued is irrevocable but will lapse if for any reason there is no sale of the Selling Shareholders' Shares to the Buyer within 21 business days after the date of service of the Drag Along Notice. The Selling Shareholders are entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice

27 The consideration (in cash or otherwise) for which the Called Shareholders are obliged to sell each Called Share will be the same as that attributed by the offer from the Buyer for the Shares held by the Selling Shareholders ('Equivalent Consideration').

28 Completion of the sale of the Called Shares will take place on the same date as the date proposed for the completion and sale of the Selling Shareholders' unless:

- a. all of the Called Shareholders and the Selling Shareholders agree otherwise; or
- b. that date is less than three business days after the Drag Along Notice, in which case it must be deferred until the third business day after the Drag Along Notice.

29. T
he rights of pre-emption set out in these Articles do not arise on any transfer of Shares to a Buyer (or as he may direct) as a result of a duly served Drag Along Notice.

30. If any Called Shareholder fails to carry out the sale of any of his Called Shares on the date specified in the Drag Along Notice, the Directors may authorise some person to execute a transfer of the Called Shares in question to the Buyer and the Company may give a good receipt for the purchase price of these Called Shares and may register the Buyer as the holder of these Called Shares and issue to it certificates for the Called Shares at which point the Buyer becomes entitled to the Called Shares.

31. As soon as a person, following the issue of a Drag Along Notice, becomes a Shareholder pursuant to the exercise of a pre-existing option to acquire Shares in the Company ('New Shareholder') a Drag Along Notice is deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice. The New Shareholder is immediately bound to sell and transfer all the Shares acquired by him to the Buyer or as the Buyer may direct and the provisions of Article 6 will apply in exactly the same way to the New Shareholder except that completion of the Sale of those Shares will take place immediately on the Drag Along Notice being deemed served on the New Shareholder.

TAG-ALONG RIGHTS

32. If at any time any member(s) of the Company ('Proposed Sellers') propose to sell, in one or a series of related transactions, an interest (within the meaning of Part 1 Schedule 13 of the Companies Act 1985) in any Shares conferring in total 50% or more of the total voting rights conferred by all the Shares from time to time and conferring the right to vote at all general meetings of the Company ('Significant Interest') the provisions of this Article shall apply. In the event of the proposed sale of a Significant Interest in the Company to any person the Proposed Sellers may only sell Shares held by them if they comply with the provisions of this Article 32.
33. The Proposed Sellers shall give written notice ('Proposed Sale Notice') of such sale to the other members of the Company at least 28 days prior to the date of sale. The Proposed Sale Notice shall set out the identity of the proposed buyer ('Proposed Tag-along Buyer'), the proposed date of sale, the number of shares proposed to be purchased by the Proposed Tag-along Buyer (or the maximum number of shares which he is prepared to purchase), the proposed purchase price per share ('Tag-along Sale Price') and all other material terms and conditions of transfer and payment.
34. Any recipient of the Proposed Sale Notice shall be entitled by written notice ('Tag-along Notice') given to the Proposed Sellers within 14 days of receipt of the Proposed Sale Notice, to require the Proposed Sellers to refrain from selling the Significant Interest unless the Proposed Sellers procure that the Proposed Tag-along Buyer purchases all of the Shares held by such member for a consideration equal to the Tag-along Sale Price and otherwise on the same terms and conditions as those set out in the Proposed Sale Notice.
35. If any member serves a Tag-along Notice, the Proposed Sellers shall not sell their Shares to the Proposed Tag-along Buyer unless they procure that the

Proposed Tag-along Buyer simultaneously acquires those Shares specified in the Tag-along Notice for a consideration equal to the Tag-along Sale Price per Share and on the same terms.

36. If any member fails to serve a Tag-along Notice within the period set out in Article 34 then such member shall be deemed to have declined his rights under Articles 32 to 35.

37 The rights of pre-emption set out in these Articles do not arise on any sale of a Significant Interest under Articles 32 to 35.

VOTES OF SHAREHOLDERS

38. The majority shareholder shall be appointed as the Chairman.

39. The Chairman will have a casting vote.

DIRECTORS

40 The shareholding qualification for Directors may be fixed by the Company in General Meeting and unless and until so fixed no qualification shall be required but, they shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company.

41 There shall be at least one Director and unless otherwise determined by the Company in General Meeting there shall not be any other limitations as to the number of Directors and if at any there shall be only one Director of the Company, he or she, may act as sole Director exercising all the powers, authorities and discretion vested in the Directors.

42. T
he first Director or Directors of the Company shall be the person or persons named in the statement under Section 10 of the Companies Act 1985.

43. The Directors may exercise all the powers of the company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

44. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director to act as Auditor to the Company.

45. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall 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 Clause 94 of Table A shall be modified accordingly