

Company No: 02824628

Companies Acts 1985 to 1989

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Private Company Limited by Shares

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Written Resolutions of

TRIBUNE BUSINESS SYSTEMS LIMITED ("THE COMPANY")

I being the sole Member of the Company at the date of these Resolutions entitled to attend and vote at a general meeting of the Company hereby agree that the following resolutions shall be passed as resolutions of the Company pursuant to Section 381A of the Companies Act 1985 ("the Act") and agree that they shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held and with effect from the date of the signature below:

ORDINARY RESOLUTIONS

1. THAT the authorised share capital of the Company be increased from £1,000 to £2,000 by the creation of 1,000 Ordinary Shares of £1 each which shares shall rank pari passu with all other shares of the same class.
2. Subject to resolution (1) above, THAT each and every authorised and issued Ordinary Share of £1 each within the share capital of the Company be sub-divided into 1,000 Ordinary Shares of £0.001 each such that the authorised share capital of the Company shall comprise 2,000,000 Ordinary Shares of £0.001 each.
3. THAT subject to the passing of resolutions (1) and (2) above, the Directors be and are hereby authorised and instructed to allot to the Company Member (being that person recorded on the register of members as at the date of this resolution) by way of capitalisation of reserves an amount of 998,000 Ordinary Shares of £0.001 credited as fully paid, such allotment to be on the basis of 499,000 Ordinary Shares of £0.001 for every 1,000 Ordinary Share of £0.001 held at the date of this resolution, such that after the allotment the issued share capital shall be 1,000,000 Ordinary Shares of £0.001.
4. THAT the directors are generally and unconditionally authorised pursuant to Section 80 of the Act to allot and grants rights to subscribe for shares up to a maximum of 400,000 Ordinary Shares of £0.001. The authority given by this resolution shall expire five years after the date of this resolution unless previously revoked, renewed or varied save that the directors may, notwithstanding such expiry, allot any shares, or grant any such rights, or convert any such securities under this authority in pursuance of an offer or agreement so to do made by the Company before the expiry of this authority.

SPECIAL RESOLUTIONS

5. THAT sub-sections 89(1) and 90(1) to (6) inclusive of the Act and any rights of pre-emption contained in Article 3 of the Articles of Association of the Company shall not apply to the allotment of equity securities (within the meaning of sub-section 94(2) of the Act) pursuant to the authority conferred by Resolution 4 above.
6. THAT Article 6 of the Articles of Association be renumbered Article 6.1 and the following new Articles 6.2, 6.3, 6.4, 6.5 and 6.6 be inserted:

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- 6.2 Any share may be transferred by a member to the trustees of an employee trust established by the Company or to a person who is already a member or to a relative of such member, or in the case of a member which is a company to a subsidiary or fellow subsidiary company thereof, and any share standing in the name of a deceased member may be transferred to any person becoming entitled under his or her will or intestacy or to such deceased member's personal representatives and, on any change of the trusteeship of shares held upon trusts, such shares may be transferred to the new and continuing trustees. The provisions of Article 6.1 shall not apply to such transfers save to prevent a transfer of a share on which the Company has a lien.
- 6.3 A member wishing to dispose of shares other than in accordance with the provisions of Article 6.2 shall give notice ("Transfer Notice") of the fact to the Directors and such notice shall constitute the Company as agent of the transferor member for the purpose of effecting the transfer and all matters appertaining thereto. The Directors shall offer the said shares to the remaining members in proportion to their then holding of shares on the date when the offer is made and such members shall have an option to purchase all or any of the shares offered to them, provided that if the shares the subject of the offer were acquired by the transferor member in consequence of an employee share or share option scheme, the trustees of an employee trust shall have the right to first refusal for the first fourteen days. If a purchaser (whether trustee or member) is found such purchaser shall be bound to complete the purchase within seven days. Notice of the finding of the purchaser shall be given to the transferor member, who shall be bound on payment of a fair value to transfer the share or shares to the purchaser. If the transferor member fails to complete the transfer the Directors may authorise some person to transfer the share or shares to the purchaser and may receive the purchase money and register the purchaser as holder of the share or shares. The transferor member shall deliver up his certificate and shall thereupon be paid the purchase money. In the event of any dispute as to the value of the shares, the transfer of the shares shall be effected at a fair price as fixed by the Auditor for the time being to the Company or such other competent professional nominated by the Board; if there is no dispute as to the value of the shares, they may be transferred at any agreed price. This Article shall not in any way remove from the Directors the power to refuse to register any transfer (other than a transfer made in accordance with Article 6.2) of which they disapprove.
- 6.4 Any officer or employee of the Company or any other company of which it has control who holds shares who ceases to be such an officer or employee shall be deemed to have served a Transfer Notice in respect of said shares in accordance with the provisions of Article 6.3. Such notice shall be irrevocable and it may not contain a condition that if all of the shares specified therein are not sold then none of the shares so specified shall be sold.
- 6.5 If any party ("Offeror") makes a bona fide arms-length offer to acquire the whole of the issued share capital of the Company, and the holders of a majority of the issued share capital determined in proportion to the nominal value of the shares in the issued share capital of the Company wish to accept the offer (the "Accepting Shareholders"), then the Accepting Shareholders shall give written notice ("Offer Notice") to the remaining holders of the issued share capital of the Company ("Remaining Shareholders") of their wish to accept the offer and the terms of such offer. The Remaining Shareholders shall thereupon become bound to transfer their shares free from all liens, charges and encumbrances to the Offeror (or his nominee) on the terms specified in the Offer Notice.
- 6.6 If the Remaining Shareholders (or any of them) default in transferring their shares pursuant to Article 6.5, the chairman for the time being of the Company or, failing him, one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of

the Remaining Shareholders with full power to execute, complete and deliver in the name and on behalf of the Remaining Shareholders a transfer of the relevant shares to the Offeror and any Director may receive and give a good discharge for the purchase money on behalf of the Remaining Shareholders and (subject to the transfer being duly stamped) enter the name of the Offeror in the register of members as the holder or holders by transfer of the shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Remaining Shareholders until they shall deliver up the certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when they shall thereupon be paid the purchase money. "

Signed:



Sheldon Stoutt

date: 24 August 2005