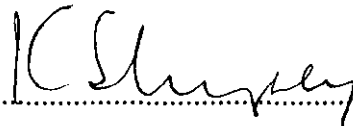


Company No. 4395472

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
SPORTS MEDIA LIMITED
WRITTEN RESOLUTION

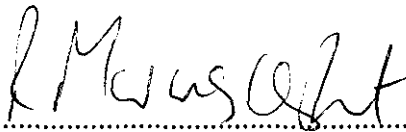
We, the undersigned, being all those members of the Company who at the date of this resolution are entitled to attend and vote at a general meeting of the Company, HEREBY PASS the following resolution as a written resolution of the Company pursuant to Regulation 53 of Table A, Companies Act 1985 (incorporated into the Company's articles of association by Article 1.1 of the articles of association), and agree that the said resolution shall be valid and effective as if the said resolution had been passed at a general meeting of the Company duly convened and held:

THAT new articles of association of the Company in the form of the printed document annexed hereto be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.


.....

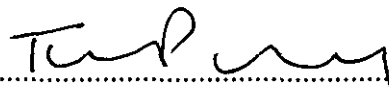
Keith Steven Impey

Date: 16/3/07


.....

Robert Marcus Wight

Date: 16/3/07


.....

Gigmax Management Limited

ATTORNEY

Date: 16/3/07



THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

- of -

SPORTS MEDIA LIMITED

(Adopted by Special Resolution passed

on the 16th March 2007)

1 PRELIMINARY

- 1.1 The Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles.
- 1.2 Any reference in these Articles to a Regulation shall be construed as a reference to the Regulation of that number contained in Table A and any reference to the "Act" shall be a reference to the Companies Act 1985 as amended.
- 1.3 Where the context so requires words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and words importing persons include corporations.
- 1.4 Any reference in these Articles to any enactment shall be construed as a reference thereto as consolidated amended modified or re-enacted from time to time.

1.5 Unless the context requires otherwise, words or expressions used in these Articles shall bear the same meaning as in the Act or in any statutory modification thereof.

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

2 SHARE CAPITAL

2.1 The authorised share capital of the Company is £1,000,000 divided into 1,000,000 Ordinary Shares of £1 each.

2.2 The shares shall rank *pari passu* in all respects.

3 ALLOTMENT OF SHARES

3.1 Subject always to the prior written approval of the holders of the entire issued share capital, the unissued shares in the capital of the Company as at the date of the adoption of these Articles shall be under the control of the Directors, who are hereby generally and unconditionally authorised to allot, grant options over, or otherwise dispose of or deal with any such unissued shares and relevant securities (as defined in Section 80(2) of the Act) to such persons, on such terms and in such manner as they think fit, but subject to any agreement binding on the Company, provided that the authority contained in this Article insofar as the same relates to the relevant securities (as defined as aforesaid) shall, unless revoked or varied in accordance with Section 80 or Section 80A of the Act expire five years from the date of the adoption of these Articles, but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the Directors after such anniversary of their powers in pursuance of the said authority.

4 ISSUE OF NEW SHARES

4.1 Before any unissued equity shares in the capital of the Company and any new equity shares from time to time created are issued (except as contemplated by Article 4.4), whether for cash or otherwise, those shares (the "**New Shares**") will be offered for subscription to the Shareholders in proportion, as nearly as may be, to their existing shareholdings (of whatever class) unless, in relation to any class of share, the holders of a majority of that class of shares otherwise agree in writing. The offer will be made by notice to each Shareholder specifying the number of New Shares comprised in the issue, the proportionate entitlement of the Shareholder, the subscription price

per Share and the period (not being less than 21 days) (the “**Offer Period**”) within which the offer must be accepted. Any Shareholder wishing to subscribe New Shares in excess of its proportionate entitlement may, on accepting the offer, state how many extra New Shares (“**Excess Shares**”) it wishes to subscribe.

- 4.2 At the end of the Offer Period, the directors will allot the New Shares to or amongst the Shareholders who have notified their willingness to take all or any of the New Shares in accordance with the terms of the offer and if a Shareholder does not claim its proportion of the New Shares then the unclaimed New Shares will be apportioned and allotted to any Shareholders who have indicated their desire to subscribe Excess Shares in proportion to the existing number of Shares held by them. No Shareholder is obliged to take more than the maximum number of New Shares that he has offered to subscribe. The directors may make any arrangements they think fit concerning entitlement to fractions, overseas Shareholders and Shareholders unable by law or regulation to receive or accept any offer made pursuant to this Article 4.
- 4.3 Any New Shares not allotted pursuant to Article 4.2 or not capable of being offered except by way of fractions, and any shares released from the provisions of this Article by any agreement in writing referred to in Article 4.1, will be under the control of the directors, who may, for a period of three months following the close of the Offer Period, offer, allot, grant options over or otherwise deal with or dispose of them to such persons, at such times and on such terms and conditions as the directors may decide EXCEPT THAT no Share may be issued on terms which are more favourable to the subscribers than the terms on which they were offered under Article 4.1 or at a discount. No Shares to which this Article 4.3 applies are to be issued at a price less than that at which they were offered to Shareholders and, if the directors propose to issue those Shares wholly or partly for non-cash consideration, the cash value of that consideration is to be determined by the auditors of the Company from time to time (the “**Auditors**”), whose decision will be final and binding on all the Shareholders.
- 4.4 The pre-emption provisions of Section 89(1) and Sections 90(1) to 90(6) of the Act do not apply to any allotment of the Company's equity securities made under this Article 4.

5 RIGHTS ON SHARE TRANSFER

- 5.1 A holder of 50% or more of the issued share capital of the Company may at any time transfer any of the shares held by it to a company in the same group of companies.
- 5.2 A holder of less than 50% of the issues share capital of the Company shall not transfer any shares except with the prior written consent of the holders of 50% or more of the issued share capital of the Company.
- 5.3 Subject to the provisions of Articles 5.1, 5.2, 6 and 7, any shareholder (the “**Seller**”) desiring to transfer any shares which he holds, shall give notice in writing (“**Transfer Notice**”) to the Company at its registered office specifying the number and class of shares proposed to be transferred by him (“**Sale Shares**”), the price (“**Offer Price**”) at which the Sale Shares are offered by him, and the third party (“**Third Party**”) to whom he proposes to transfer the Sale Shares if they are not purchased by a shareholder pursuant to the following provisions of this article.
- 5.4 The Transfer Notice shall constitute the directors the agents of the Seller for the sale of the Sale Shares on the terms of this article. The directors shall, within seven days of the Transfer Notice being given to the Company, offer the Sale Shares in writing to the other shareholders.
- 5.5 The offer made pursuant to article 5.4 (the “**Offer**”) shall:
- 5.5.1 state the number and class of Sale Shares offered to the other shareholders (the “**Remaining Shareholders**”) and the Offer Price per Sale Share;
 - 5.5.2 identify the Third Party;
 - 5.5.3 invite the Remaining Shareholders to specify the number of Sale Shares (if any) which he/they would be willing to purchase;
 - 5.5.4 state that the Remaining Shareholders (excluding the Seller) must purchase all of the Sale Shares between them;
 - 5.5.5 state that, if the Offer is not accepted in writing by the Remaining Shareholders in respect of all of the Sale Shares offered to them within 14 days, it will be deemed to be declined.
- 5.6 If the Remaining Shareholders notify the Company that they are willing to accept the Offer at the Offer Price the sale and transfer of the Sale Shares to them shall be completed in accordance with article 5.7

- 5.7 The Seller shall be bound to transfer the Sale Shares to the Remaining Shareholders upon payment by the Remaining Shareholders to the Seller of the Offer Price, which payment shall be made within 14 days of the Remaining Shareholders' acceptance of the Offer Price under article 5.6.
- 5.8 If the directors shall not find shareholders willing to purchase all the Sale Shares under the foregoing provisions, the Seller shall, at any time within 60 days after exhaustion of the procedures referred to above, be at liberty to sell and transfer all the Sale Shares to the Third Party named in the Transfer Notice for a price not less than the Offer Price.

6 DRAG ALONG

- 6.1 In this Article a "Qualifying Offer" means an offer in writing by or on behalf of any person (an "Offeror") to all the holders of the entire issued share capital to acquire all their Shares for a specified consideration whether in cash, shares or both.
- 6.2 If the holders of not less than 50% (in nominal value) of the shares (the "**Accepting Shareholders**") wish to accept the Qualifying Offer, they shall give written notice to the other Shareholders (the "**Other Shareholders**") of their wish to accept the Qualifying Offer and the Other Shareholders will (provided that the Accepting Shareholders accept the Qualifying Offer) become bound to accept the Qualifying Offer unless there is a non cash element to the Qualifying Offer in which case the non Accepting Shareholders may require cash consideration as a condition to becoming so bound.
- 6.3 If any Other Shareholder does not, within five Business Days of being required to do so, execute and deliver transfers in respect of the Shares held by him and all relevant share certificate(s) (or a suitable indemnity in lieu thereof), then any Accepting Shareholder will be entitled to, and may authorise and instruct such person as he thinks fit, to execute the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for that Shareholder) of the consideration payable for the relevant Shares, deliver those transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings may not be questioned by any person.
- 6.4 As security for the due performance of his obligations under this Article, each Shareholder irrevocably appoints each other holder from time to time of the

Company's equity share capital as its attorney to execute and do all such deeds, documents and things in the name of and on behalf of such Shareholder as may reasonably be required to give full effect the provisions of this Article.

7 TAG ALONG

- 7.1 If at any time one or more shareholders ("**Proposed Sellers**") propose to sell, in one or a series of related transactions, a simple majority in nominal value of the shares then in issue (the "**Majority Holding**") to any person (not being an Offeror for the purposes of Article 6.1), the Proposed Sellers may only sell the Majority Holding if they comply with this Article.
- 7.2 The Proposed Sellers will give to all other shareholders written notice (a "**Proposed Sale Notice**") of such intended sale at least 10 Business Days prior to the date thereof. The Proposed Sale Notice must set out, to the extent not described in any accompanying documents, the identity of the proposed buyer ("**Proposed Buyer**"), the purchase price and other terms and conditions of payment, the proposed sale date ("**Proposed Sale Date**") and the number of shares proposed to be purchased by the Proposed Buyer (the "**Proposed Sale Shares**").
- 7.3 Any other shareholder is entitled, by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale Notice, to sell all of his shares to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice.
- 7.4 If any other shareholder is not given the rights accorded him by this Article, the Proposed Sellers will not be entitled to complete their sale and the Company will not register any transfer intended to carry such a sale into effect.

8 VARIATION OF RIGHTS

- 8.1 The capital of the Company shall only be divided into different classes of shares with the prior written approval of the holders of all the shares for the time being in issue. Where the capital of the Company is divided into different classes of shares the rights attached to any class of shares may not be varied or abrogated, other than pursuant to these Articles, either whilst the Company is a going concern or during or in contemplation of a winding up without the consent in writing of:

8.1.1 the holders of the entire issued share capital of the Company carrying a right to vote; and

8.1.2 the holders of the entire issued shares of that class.

9 REDEMPTION OR PURCHASE OF SHARES

9.1 Subject to the provisions of Chapter VII of the Act and with the prior written approval of the holders of the entire issued share capital the Company may:

9.1.1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the member;

9.1.2 purchase its own shares (including any redeemable shares); and

9.1.3 make a payment in respect of the redemption or purchase under sections 159 and 160 or (as the case may be) section 162 of the Act and the relevant power contained in Article 9.1.1 or 9.1.2 of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by sections 170 to 172 of the Act.

10 LIEN

10.1 Without prejudice to the lien conferred by Regulation 8, the Company shall have a first and paramount lien on all shares for all monies presently payable by a member or his estate to the Company. The lien conferred above and by Regulation 8 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.

11 TRANSFER OF SHARES

11.1 The Directors shall not register any transfer of shares other than a transfer made pursuant to or permitted by these Articles and a shareholder shall not be entitled to transfer any shares whether by way of a sale, transmission or otherwise except in accordance with the provisions of these Articles.

12 NOTICE OF MEETINGS

12.1 An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:

12.1.1 in the case of an Annual General Meeting, by all the shareholders entitled to attend and vote thereat; and

12.1.2 in the case of any other Meeting by a majority in number of the shareholders having the right to attend and vote being a majority together holding not less than ninety-five per cent. in nominal value of the shares giving that right.

The notice shall specify the time and place of the Meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.

Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and the auditors of the Company.

12.2 A resolution in writing signed or approved by letter or sent by facsimile transmission by all the shareholders entitled to notice of the meeting and entitled to vote at a meeting of the shareholders (or class of shareholders, as the case may be) shall be valid and effectual as if it had been passed at a meeting of the shareholders (or class of shareholders concerned, as the case may be) duly called and constituted. Such resolution may be contained in one document or in several documents in like form each signed or approved by one or more of the shareholders concerned.

13 NUMBER OF DIRECTORS

13.1 The Company's holding company from time to time (the "**Parent Company**") may at any time and from time to time by notice to the Company impose or vary the minimum number of Directors or impose or vary the maximum number of Directors.

14 ALTERNATE DIRECTORS

- 14.1 Any Director (other than an alternate director) may appoint any other Director, or any other person approved by the Directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. Save as otherwise provided in these Articles, unless he is already an officer of the Company in his own right, an alternate director shall not, as such, have any rights other than those mentioned in Article 14.2 below.
- 14.2 An alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member. It shall be necessary to give notice of such meetings to an alternate director who is absent from the United Kingdom. A Director present at such meeting and appointed alternate director for any other Directors entitled to attend and vote at such meeting shall have an additional vote for each of his appointors absent from the meeting. An alternate director shall not be entitled to receive any remuneration from the Company for his services as an alternate director.
- 14.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a Director; but, if a Director retires but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his re-appointment.
- 14.4 Any appointment or removal of an alternate director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 14.5 Without prejudice to Article 14.2 and save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
- 14.6 Regulation 88 of Table A shall be modified accordingly.

15 POWERS OF DIRECTORS

- 15.1 Subject to the provisions of the Act, the memorandum of association and these Articles and to any directions given by special resolution the business of the Company

shall be managed by the Directors, who may exercise all such powers of the Company as are not, by the Act or these Articles or by Table A required to be exercised by the Company by resolution in general meeting subject nevertheless to any of these Articles, to the provisions of the Act and to Table A and to such directions as may be prescribed by the Company by special resolution but no such direction made by the Company shall invalidate any prior act of the Directors which would have been valid if the direction had not been made.

16 APPOINTMENT AND RETIREMENT OF DIRECTORS

- 16.1 The Directors of the Company shall not retire by rotation and Regulations 73-78 (inclusive) shall be modified accordingly.
- 16.2 Keith Steven Impey and Robert Marcus Wight shall remain as Directors of the Company for so long as they remain employees of the Company and/or the Parent Company and/or any of its subsidiary companies.
- 16.3 The Parent Company may at any time and from time to time appoint any one or more persons to be a Director by delivery of a written notice ("**Appointment Notice**") to the Board at the registered office of the Company. The Appointment Notice shall be signed by a director or the secretary or some other person duly authorised on behalf of the Parent Company and shall specify the name of the person so appointed. Any such appointment shall be deemed to take effect immediately upon delivery of the Appointment Notice at the registered office of the Company unless expressly stated to the contrary in the Appointment Notice.

17 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 17.1 The office of Director shall be vacated if:
- 17.1.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- 17.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 17.1.3 he is, or may be, in the opinion of the other Directors a person of unsound mind; or
- 17.1.4 he resigns his office by notice to the Company.

18 DIRECTORS' APPOINTMENTS AND INTERESTS

- 18.1 Provided that a Director declares his interest in a contract or arrangement or proposed contract or arrangement with the Company in the manner provided by Section 317 of the Act he shall be counted in the quorum at any meeting of Directors at which the same is considered and shall be entitled to vote as a Director in respect thereof.

19 DIRECTORS' GRATUITIES AND PENSIONS

The Board shall have power to pay or provide and agree to pay or provide pensions or other retirement, superannuation, death or disability benefits to, or to any person in respect of any Director or former Director of the Company or any subsidiary or holding company of the Company or another subsidiary of any such holding company and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums (whether before or after such Director ceases to hold office or employment). A Director may vote at a meeting of Directors in respect of any matter referred to in this article, notwithstanding that he is personally interested in such matter and shall be counted in the quorum present at the meeting.

20 PROCEEDINGS OF DIRECTORS

- 20.1 The quorum for the transaction of the business of the Directors shall be three including not less than two directors appointed by the Parent Company ("**Parent Company Director**") or his alternate and one of Keith Impey or Marcus Wight. A person who holds office as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 20.2 At any meeting of the Directors each Director present and, in the absence of their respective appointor, their alternates shall have one vote provided always that the Parent Company Directors or their alternates present shall be entitled to cast such number of votes as constitutes a majority of the votes that are capable of being cast. The Chairman shall at any such meetings not have a second or casting vote.
- 20.3 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the form each signed by one or more Directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a Director who has

appointed an alternate director, it need not be signed by the alternate director in that capacity.

20.4 Notice of a meeting of the Directors shall be given to each Director and may be given by email provided that each Director has provided an email address for such service. It shall include an agenda specifying in reasonable detail the matters to be discussed at the meeting. It shall be necessary to serve notice of a meeting to a Director who is absent from the United Kingdom.

20.5 Subject to the provision of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors.

20.6 A meeting of the Directors may be validly held notwithstanding that all of the Directors are not present at the same place and at the same time provided that:

20.6.1 a quorum of the Directors at the time of the meeting are in direct communication with each other whether by way of telephone, audio-visual link or other form of telecommunication; and

20.6.2 a quorum of the Directors entitled to attend a meeting of the Directors agree to the holding of the meeting in the manner described therein.

21 DIVIDENDS

21.1 The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares entitled to become a member, or which any person under those provisions is entitled to transfer, until such person shall become a member in respect of such shares or shall duly transfer the same. Regulation 31 of Table A shall be modified accordingly.

21.2 The payment by the Directors of any unclaimed dividend or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. Any dividend unclaimed after a period of twelve years from date when it became due for payment shall be forfeited and cease to remain owing by the Company.

22 BORROWING POWERS

22.1 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, or any part

thereof, and, subject to the provisions of the Act, 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 (including any shareholder).

23 RESTRICTED PRACTICES

23.1 Without the prior written consent of all the Directors, the Company shall not:

23.1.1 engage in any business other than the business of the Company at the date of the adoption of these Articles; or

23.1.2 enter into any arrangement, contract or transaction outside the normal course of its business or otherwise than on arm's length terms; or

23.1.3 make any loan (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits) or grant any credit (other than in the normal course of trading) or give any guarantee (other than in the normal course of trading) or indemnity; or

23.1.4 give any guarantee, suretyship or indemnity to secure the liability of any person or assume the obligations of any person; or

23.1.5 agree to remunerate (by payment of fees, the provisions of benefits-in-kind or otherwise) any officer of or consultant to the Company at a rate in excess of £100,000 per annum or increase the remuneration of any such person to a rate in excess of £100,000 per annum.

24 NOTICES

24.1 Subject to Article 20.4, any notice given to or by any person pursuant to these Articles shall be in writing. Any notice given by or on behalf of any person to the Company may be given by leaving the same at or by sending the same by post to the registered office or such other place as the Directors may appoint.

24.2 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 24 hours after the envelope containing it was posted.

25 **INDEMNITY**

25.1 The Directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is a director, alternate director, secretary or auditors, or former director, alternate director, secretary or auditor, of the Company or of a company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect), or who is or was trustee of a retirements benefit scheme or another trust in which a director, alternate director or secretary or former director, alternate director or secretary is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company.

25.2 Subject to the full extent permitted by law, every director or other officer or auditor of the Company shall be indemnified out of the Company's assets against any liability incurred by him:

25.2.1 in defending civil proceedings brought by a person other than the Company or the Company's subsidiary, or the Company's holding company or a subsidiary of the Company's holding company ("Associated Company"); or

25.2.2 in defending civil proceedings brought by the Company or an Associated Company (unless judgment is given against him and the judgment is final);
or

25.2.3 in defending criminal proceedings (unless he is convicted and the conviction is final); or

25.2.4 in connection with any application for relief from liability under the provisions for relief in the Act (unless the court refuses to grant him relief, and the refusal is final).

25.3 Article 25.2 shall be without prejudice to any other indemnity to which a director may be entitled.

25.4 Regulation 118 shall not apply.

25.5 Subject to the full extent permitted by law, the Company will provide a director with funds to meet any liability incurred or to be incurred by him or do any other thing to enable a director to avoid incurring such liability:

25.5.1 in defending civil proceedings;

25.5.2 in defending criminal proceedings; or

25.5.3 in connection with any application for relief from liability under the provisions for relief in the Act

provided that the director shall repay any such funds or discharge any other liability to the Company if:

25.5.4 he is convicted (and the conviction is final) in any criminal proceedings; or

25.5.5 judgment is given against him (and the judgment is final) in any civil proceedings; or

25.5.6 the court refuses to grant him relief (and the refusal is final) in connection with any application for relief from liability under the provisions for relief in the Act.

25.6 For the purposes of Articles 25.2 and 25.5, a judgment, conviction or refusal becomes final if:

25.6.1 the period for bringing an appeal (or any further appeal) has ended; and

25.6.2 any appeal brought is determined, abandoned or otherwise ceases to have effect.