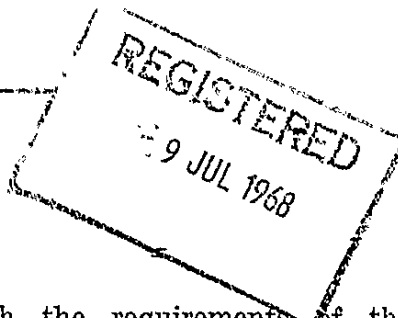


Number of
Company }

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THE COMPANIES ACT, 1948



DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the
Name of the
Company.

OXFORD SCIENTIFIC FILMS
LIMITED

Presented by

Document Filer's Reference GNW

Allen & Overy,

9 Cheapside,

London, E.C.2.

Form No. 41
(The filing fee is 5s.)

The Solicitors' Law Stationery Society, Limited
191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

I, GUY NEAVE WILSON
of 9 Cheapside, London, E.C.2.

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor")" engaged
"in the formation"
or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary".

Do solemnly and sincerely declare that I am (a) a Solicitor of
the Supreme Court engaged in the formation
of Oxford Scientific Films

Limited,

And that all the requirements of the Companies Act, 1948, in respect of
matters precedent to the registration of the said Company and incidental
thereto have been complied with, And I make this solemn Declaration
conscientiously believing the same to be true and by virtue of the provisions
of the Statutory Declarations Act, 1835.

Declared at 150 Cheapside in the
City of London

the 5th day of July
one thousand nine hundred and
sixty eight

G. N. Wilson

Before me,

H. F. C. Hammond.

A Commissioner for Oaths [~~or Notary Public or~~
Justice of the Peace]

Note.—This margin is reserved for binding and must not be written across.

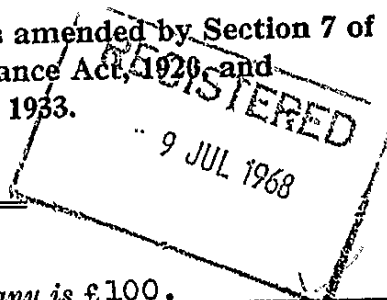
STATEMENT OF THE NOMINAL CAPITAL

OF

~~THE~~ OXFORD SCIENTIFIC FILMS ~~INCORPORATED~~

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1953.



THE NOMINAL CAPITAL of the above named Company is £100.

Signature

Allen Overy

Description Solicitors engaged in the formation

Dated the

First

day of

July

19 *68*

NOTES.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Document when the Company is registered and should be signed by an Officer of the Company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

Presented by

Presentor's Reference.....GNW.....

Allen & Overy,

9-12 Cheapside,

London, E.C.2.

Form No. 25

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff CF1 4EA; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

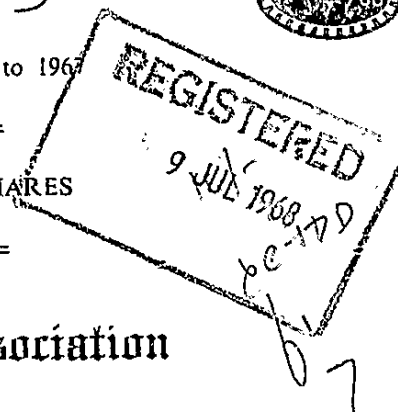
JUL 1968



935140 / 3

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES



Memorandum of Association

OF

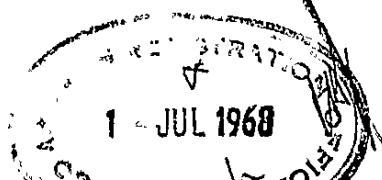
~~The~~ Oxford Scientific Films ~~Institute~~ Limited.

1. The name of the Company is "~~THE~~ OXFORD SCIENTIFIC FILMS ~~INSTITUTE~~ LIMITED".

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are :-

- (1) To carry on in all parts of the world the business, either for its own account or for others, of making, producing, exhibiting, distributing, renting, letting on hire and otherwise exploiting cinematograph and television films, motion pictures, slides and other materials of every kind whereby sound or vision is recorded, amplified, produced, reproduced, transmitted or received, and generally to carry on business in all branches of the motion picture and photographic industries.
- (2) To acquire and dispose of copyrights, rights of presentation, licences and any other rights or interests in any cinematograph or television film, photograph or other work of art, and to print, publish or cause to be printed or published anything of which the Company has a copyright or right to print or publish, and to sell, distribute and deal with any matter so



(2)

printed or published in such manner as the Company may think fit, and to grant licences or rights in respect of any property of the Company to any other person, firm or company.

- (3) To purchase, take on lease or hiring agreement, or in exchange, or otherwise acquire and to hold any lands, buildings or other property, and any estate or interest in, and any rights connected with, any such lands buildings or other property and to pay for the same in money or in the shares or other securities of the Company, and to sell, lease, let on hire or develop such property or otherwise turn the same to the advantage of the Company.
- (4) To erect, construct, alter and maintain buildings, erections and works of all kinds, whether on the property of the Company or not.
- (5) To print, publish, distribute and sell magazines, periodicals and catalogues of all descriptions.
- (6) To carry on any other business or trade whatsoever (whether manufacturing or otherwise) which can in the opinion of the Company be advantageously carried on in connection with any of the above businesses or by way of extension thereof or is calculated directly or indirectly to develop any branch of the Company's business or trade or to enhance the value of any of its assets.
- (7) To carry on any business or branch of a business which the Company is authorised to carry on by means, or through the agency, of any company which is a subsidiary of the Company, and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time, and either temporarily or permanently, to close any such branch or business.

(3)

- (8) To acquire on any terms, and subject to any conditions, the whole or any part of the business, property or liabilities of any person, firm or organisation or the whole or any part of the issued share or loan capital, business, property or liabilities of any company, carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and to pay for any such acquisition either in cash or shares, with or without any preferred or deferred rights, 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.
- (9) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligation of any other company.
- (10) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any person, firm, company or organisation carrying on, or proposing to carry on, any business within the objects of the Company.
- (11) To act as directors or managers of or to appoint directors or managers of any company which is a subsidiary of the Company or of any other company in which the Company is or may be interested.
- (12) To pay for any rights or property acquired by the Company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (13) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.

(4)

- (14) To give all descriptions of guarantees and indemnities.
- (15) To subscribe for, underwrite, purchase, or otherwise acquire and to hold, dispose of, and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any governments, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange. Provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers or dealers of any kind.
- (16) To invest and deal with the moneys of the Company not immediately required in any manner.
- (17) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company as the case may be.
- (18) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.
- (19) To lend money with or without security and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons, companies or organisations.

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- (20) To grant donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors and other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary company or the wives, widows, families or dependants of any such persons; and to establish, subsidise, subscribe to or support institutions, associations, clubs, funds, or trusts, calculated to be for the benefit of any such persons as aforesaid or otherwise advance the interest and well-being of the Company or of any such other company as aforesaid or of its members; and to make payments for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish and contribute to any scheme for the purchase by trustees of shares of the Company to be held for the benefit of the Company's employees (including Directors holding a salaried employment or office in the Company) or to lend money to the Company's employees (other than Directors) to enable them to purchase or subscribe for fully-paid shares of the Company or its holding company to be held by themselves by way of beneficial ownership.
- (21) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- (22) To enter into any arrangement with any government or authority, imperial, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, or company any charters, contracts, decrees, rights,

(6)

grants, loans, privileges, or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.

- (23) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (24) To procure the Company to be registered, incorporated or legally recognised in and to keep registers of shareholders in any part of the world.
- (25) To distribute among the members of the Company in specie any property of the Company.
- (26) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom, or elsewhere, and (b) that, except where the context expressly so requires, none of the several paragraphs of this Clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this Clause, or the objects in such other paragraph specified or the powers thereby conferred.

4. The liability of the members is limited.

5. The Share Capital of the Company is £100 divided into 100 Shares of £1 each.

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WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<p>^{GERALD HARVEY THOMPSON} <i>G.H. Thompson</i> Ox CLOSE, LONG HAMBOROUGH, OXON. SCIENTIFIC FILM MAKER.</p>	<p>One THIRTEEN</p>
<p>^{SIMON ROSSSELL MERRIS} <i>Simon R. Merris</i> MONCEWELL MEADOW, WALLINGFORD, BERKS. SCIENTIFIC FILM MAKER.</p>	<p>One THIRTEEN</p>
<p>^{PETER JOHNSON PARKES} <i>P.J. Parkes</i> EASBURY FARM HOUSE, COMPTON, NR. GUILDFORD, SURREY. SCIENTIFIC FILM MAKER.</p>	<p>One THIRTEEN</p>
<p>^{JOHN EDWARD PALING} <i>John E. Paling</i> 24, CHURCH VIEW, FREELAND, OXON. SCIENTIFIC FILM MAKER.</p>	<p>One THIRTEEN</p>
<p>^{DAVID HARVEY THOMPSON} <i>David H. Thompson</i> Ox CLOSE, LONG HAMBOROUGH, OXON. SCIENTIFIC FILM MAKER.</p>	<p>One EIGHT</p>

DATED this 25th day of June, 1968.

WITNESS to the above Signatures :-

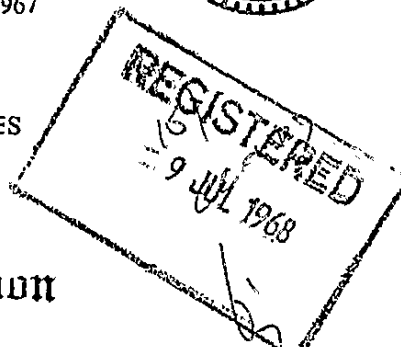
Janet E. Dawson,
 55, Chalfant Road, OXFORD,
 Assistant Curator (Zoology) Oxford University Museum.

935140 / 4



THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES



Articles of Association

OF

~~The~~ Oxford Scientific Films Institute Limited.

INTRODUCTORY

1. Subject as hereinafter provided, the Regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Part II of Table A") shall apply to the above-named ~~THE~~ OXFORD SCIENTIFIC FILMS ~~INSTITUTE~~ LIMITED (in these Articles called "the Company").

2. Regulation 1 of Part II of Table A shall be deemed to be deleted and the following substituted therefor :-

"1. Regulations 24, 53, 75, 76, 77, 87, 89 to 92, 106 and 136 of Part I of Table A shall not apply to the Company, but the remaining Regulations of Part I of Table A, as altered or modified by the Articles of Association of the Company, shall apply to the Company."

Regulation 3 of Part II of Table A shall not apply to the Company.

SHARE CAPITAL

3. The initial Share Capital of the Company is £100 divided into 100 Shares of £1 each.

4. Subject to any direction to the contrary by Special Resolution all new shares of whatsoever kind in the capital of the Company shall be offered

A.D.

6(B)

to the members in proportion as nearly as possible to the nominal value of the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined, and, after the expiration of such time or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares so offered, the directors may dispose of the same in such manner as they may think most beneficial to the Company.

LIEN ON SHARES

5. In Regulation 11 of Part I of Table A the words and brackets "(not being a fully paid share)" and "(other than fully paid shares)" shall be deemed to be deleted.

TRANSFER OF SHARES

6. Save as hereinafter provided and subject to the provisions of any Agreement between all the members of the Company for the time being in force, no share shall be transferred to any person so long as any member is willing to purchase the same pursuant to the provisions set out below :-

(A) Any share may be transferred by a member to any son, daughter, grandson or granddaughter of such member, and any share of a deceased member may be transferred by his personal representatives to any son, daughter, grandson, granddaughter, or other issue, nephew, niece, son-in-law, widow or widower of such deceased member, and shares standing in the names of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will.

(B) Except when a transfer is made pursuant to paragraph (A) of this Article, every member and any person becoming entitled to any share in the capital of the Company in consequence of the death or bankruptcy of any member who desires to transfer any shares (hereinafter called "the proposing Transferor") shall give notice in writing (hereinafter called "a transfer notice") to the Company that he desires to transfer the same and the price at which he proposes to transfer the same (hereinafter called "the transfer price"). Such notice shall constitute the Company his agent for the sale

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of the share or shares at the transfer price and on the terms hereinafter mentioned. The share or shares or any of them comprised in a transfer notice are hereinafter called "the Shares."

(C) The Shares shall in the first place be offered to the holders (other than the proposing transferor) of the Ordinary Shares as nearly as may be in proportion to the number of Shares held by them respectively (hereinafter called "the quota offer") and shall request each such holder to offer to purchase such number of the Shares above his quota offer (not exceeding the number of Shares less his quota offer) as he may desire (hereinafter called "the excess shares"). The quota offer shall in each case limit the time within which the same is open for acceptance and if not so accepted shall be deemed to be declined. A holder may accept the quota offer for some part or all thereof. Any Shares not accepted as aforesaid under the quota offer shall be allocated by the directors amongst the holders applying for excess shares as nearly as may be in proportion to the number of Shares held by them respectively (provided always that no holder shall have allocated to him a number of Shares greater than he has offered to purchase as aforesaid) and any excess shares not allocated as aforesaid shall (subject as aforesaid) be allocated amongst the holders applying for excess shares in proportion to the number of excess shares applied for. Such allocations shall be notified to holders applying for excess shares not later than seven days after the last day for acceptance of the quota offer and such notification shall constitute pro tanto acceptance of the offer for excess shares. Any excess shares not disposed of as aforesaid may be disposed of by the directors to any person or persons (including one or more of themselves) as they think fit but so that any such contract for disposal shall be concluded not later than fourteen days after the last day for acceptance of the quota offer.

(D) If the Company shall within the space of forty-two days after being served with a transfer notice find pursuant to the foregoing provisions a purchaser or purchasers for the Shares (hereinafter called "the purchaser") and shall give notice (hereinafter called "a purchase notice") thereof to the proposing transferor, he shall be bound on payment of the transfer price to transfer the Shares to the purchaser and to deliver up his

certificate for the Shares, and if such certificate shall comprise any Shares which he has not become bound to transfer as aforesaid, the Company shall issue to him a balance certificate for such Shares.

(E) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the Shares the Company may receive the purchase money and may authorise some person to transfer the Shares to the purchaser, and shall thereupon cause the name of the purchaser to be entered on the register as the holder of the Shares and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser and after his name has been entered in the register, in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

(F) If the Company shall not within the space of forty-two days after being served with a transfer notice give a purchase notice to the proposing transferor in manner aforesaid in respect of all the Shares, the proposing transferor shall at any time within three months after the expiration of the said forty-two days, subject to Regulation 2(b) of Part II of Table A, be at liberty to sell and transfer the Shares in respect of which he has not been given a purchase notice as aforesaid to any person or persons and at any price, not being less than the transfer price.

(G) If any member or person becoming entitled to any shares in the capital of the Company in consequence of the death or bankruptcy of any member, at any time attempts to deal with or dispose of any shares otherwise than in accordance with the foregoing provisions of this Article he shall be deemed immediately prior to such attempt to have served the Company with a Transfer Notice in respect of such shares and the provisions of this Article shall thereupon apply to such shares and such Transfer Notice shall be deemed to have been served on the day on which the Directors shall receive actual notice of such attempt.

7. Subject to the provisions of Article 6, no transfer of any Share in the capital of the Company shall be made or registered without the previous sanction of the Directors who may without assigning any reason decline to give any such sanction.

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GENERAL MEETINGS

8. (A) Regulation 54 of Part I of Table A shall be read and construed as if the words "meeting shall be dissolved" were substituted for the words "members present shall be a quorum".

(B) The penultimate paragraph of Regulation 58 of Part I of Table A shall be modified by inserting after the words "or lost" the words "or not carried by a particular majority".

VOTES OF MEMBERS

9. Regulation 62 of Part I of Table A shall be modified by inserting after the words "present in person" the words "or by proxy".

DIRECTORS

10. The Directors shall not, unless otherwise determined by an Ordinary Resolution of the Company, be less than two nor more than eight in number.

11. The first Directors shall be appointed by the subscribers to the Memorandum of Association, or a majority of them, by memorandum in writing under their hands either with or without a meeting and until such Directors are appointed the subscribers to the Memorandum of Association shall be deemed to be Directors.

12. The Directors may grant special remuneration to any Director who, being called upon, shall render any special or extra services to the Company. Such special remuneration may be payable to such Director in addition to or in substitution for his ordinary remuneration (if any) as a Director, and may be made payable by a lump sum or by way of salary, or by a percentage of profits, or by any or all of those modes.

13. A Director need not hold any share qualification, but a Director or an alternate Director acting in his place shall be entitled to receive notice of and attend all General Meetings of the Company.

PROCEEDINGS OF DIRECTORS

14. A Resolution in writing signed or approved by letter or telegram by every member of the Board for the time being entitled to receive notice of a meeting of the Directors, shall have the same

effect and validity as a Resolution of the Board duly passed at a meeting of the Board duly convened and constituted.

ALTERNATE DIRECTORS

15. Each Director shall have the power to nominate any other Director, or with the approval of a majority of the other Directors, any other person to act as alternate Director, in his place, at any meeting of the Directors at which he is unable to be present, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall (except as regards the power to appoint an alternate) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration as alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote or votes to which he is entitled in his own capacity as a Director of the Company, and shall also be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two. Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has been appointed vacates his office as Director or removes him by written notice to the Company.

BORROWING POWERS

16. In Regulation 79 of Part I of Table A the words from "Provided that" to the end of the Regulation shall be deemed to be deleted.

POWERS OF DIRECTORS

17. Any Director may continue to be or become a director of or hold any other office or place of profit under any other company in which the Company may be interested, and no such Director shall be accountable for any remuneration, salary, profit or other benefits received by him as a director of, or holder of any other office or place of profit under, or member of, any such other company. The Directors may exercise the voting power conferred

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by the shares in any company held or owned by the Company in such manner in all respects as they think fit (including the exercise thereof in favour of any Resolution appointing themselves or any of them directors of such company) and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or be about to be, appointed a director of such other company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

18. (A) The Directors may procure the establishment and maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation fund or life assurance scheme for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to, any persons (including Directors and other officers) who are or shall have been at any time in the employment or service in any capacity of the Company, or of any subsidiary company of the Company or of the predecessors in business of the Company or any such subsidiary company and the wives, widows, families or dependants of any such persons.

(B) The Directors may also procure the establishment and subsidy of or subscription or support to any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or of its members, and payment for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

(C) The Directors may procure any of the matters aforesaid to be done by the Company either alone or in conjunction with any other company.

(D) The powers vested in the Directors by this Article shall be in addition to any other provisions in these Articles.

19. 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 counted in estimating a quorum when any such contract or arrangement is under consideration; and Regulation 84 of Part I of Table A shall be deemed to be modified accordingly.

ROTATION OF DIRECTORS

20. (A) In Regulation 94 of Part I of Table A the words from "and may also determine" to the end of the Regulation shall be deemed to be deleted.

(B) In Regulation 95 of Part I of Table A the second sentence thereof shall be deemed to be deleted.

(C) In Regulation 97 of Part I of Table A the second sentence thereof shall be deemed to be deleted.

NOTICES

21. Regulation 134 of Part I of Table A shall be deemed to be modified by inserting the following new sub-paragraph :-

"(d) every Director or alternate Director acting in his place."

22. Any summons, notice, order or other document required to be sent to or served upon the Company or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper, addressed to the Company or such officer at the Registered Office of the Company.

INDEMNITY

23. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

Names, Addresses and Descriptions of Subscribers.

C. H. Thompson
Dr CLOSE,
LONG HAMBOROUGH,
OXON.
SCIENTIFIC FILM MAKER.

Sam R. Morris
MONGEWELL MEADOW,
WALLINGFORD,
BERKS.
SCIENTIFIC FILM MAKER.

P. D. Parker
EASBURY FARM HOUSE,
COMPTON,
NR. GUILDFORD,
SURREY.
SCIENTIFIC FILM MAKER.

J. E. Pelling
24, CHURCH VIEW,
FREELAND,
OXON.
SCIENTIFIC FILM MAKER.

David H. Thompson
Dr CLOSE,
LONG HAMBOROUGH,
OXON.
SCIENTIFIC FILM MAKER.

DATED this 25th day of June, 1968.

WITNESS to the above Signatures :-

Janet E. Dawson,
55, Chalfont Road, OXFORD.

Assistant Curator (Zoology) Oxford University Museum.

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

~~The~~ Oxford Scientific
Films ~~Institute~~ Limited. *Ad*

Incorporated
the day of 19

It is hereby certified that the manuscript attentions to the name of the Company and to the number of shares taken up by the subscribers have been made with the full knowledge and consent of all the subscribers.

Allen & Overly

*Solicitors engaged in the formation.
5th July 1968.*

ALLEN & OVERLY,
9-12 Cheapside,
London, E.C.2.



CERTIFICATE OF INCORPORATION

No. 935140

I hereby certify that

OXFORD SCIENTIFIC FILMS LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the 9th JULY, 1968,

A handwritten signature in dark ink, appearing to read 'R. Knight'.

Assistant Registrar of Companies

THE COMPANIES ACTS 1948 to 1976

SPECIAL RESOLUTIONS

of

OXFORD SCIENTIFIC FILMS LIMITED

Passed on the 5th day of October 1977

At an Extraordinary General Meeting of the above-named Company held on the Fifth day of October 1977 the following Resolutions were duly passed as Special Resolutions of the Company:-

RESOLUTIONS

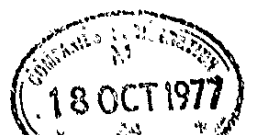
1. THAT the Articles of Association of the Company be and they are hereby altered by the deletion therefrom of Articles 6 and 7 and the substitution therefor of the following new Article:-

"6. (A) Any share may be transferred by a member to any son, daughter, grandson or granddaughter of such member, and any share of a deceased member may be transferred by his personal representatives to any son, daughter, grandson, granddaughter, or other issue, nephew, niece, son-in-law, widow or widower of such deceased member, and shares standing in the names of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will.

(B) Except when a transfer is made pursuant to paragraph (A) of this Article, every member and any person becoming entitled to any share in the capital of the Company in consequence of the death or bankruptcy of any member who desires to transfer any of his shares in the Company (hereinafter called the "Vendor") shall give notice in writing to the Directors of his intention (hereinafter called the "Transfer Notice") specifying the shares concerned (hereinafter together called "the Sale Shares") and the price per share (hereinafter called "the Specified Price") at which he is willing to sell.

(C) The Transfer Notice shall constitute the Directors the agents of the Vendor for the sale of the Sale Shares to the other members of the Company at the lower of the Specified Price and the fair value fixed as hereinafter provided.

(D) Within seven days after the receipt of the Transfer Notice the Directors shall offer the Sale Shares to the



other members in proportion as nearly as the circumstances will admit to the numbers of shares in the Company held by them respectively. Each such offer shall be made by notice in writing specifying the number and Specified Price and shall specify a period (not being less than 28 days) during which the offer if not accepted by notice in writing to the Directors will be deemed to have been declined. At the expiration of that time any Sale Shares not so accepted shall be re-offered in like manner and upon the same terms to those of the other members who accepted all the Sale Shares previously offered to them and such re-offering shall be repeated until such time as all the Sale Shares have been accepted or until all the other members shall have declined to accept any more of them.

(E) Within fourteen days of first being offered any of the Sale Shares any member may by notice in writing to the Directors require that the Specified Price be referred to the Auditors for the time being of the Company. The Directors shall forthwith give notice to all other members that they have so referred the Specified Price. The Auditors shall report in writing under their hand what in their opinion is the fair value per share of the Sale Shares as between a willing vendor and a willing purchaser. In so reporting the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the Arbitration Act, 1950 and any statutory modification or re-enactment thereof for the time being in force shall not apply. The costs of the Auditors' report shall be borne by the Company (save to the extent that the Auditors shall direct that the same be borne by the Vendor and/or the member(s) who required the matter to be referred to them). The Directors shall use their best endeavours to procure that the Auditors report on the fair value within fourteen days of the matter being referred to them. Upon receipt of such report the Directors shall immediately give written notice of the fair value both to the Vendor and to each of the other members of the Company and such notice shall specify a further period (not being less than 28 days) during which the offer if not accepted by notice in writing to the Directors will be deemed to have been declined. Such period may, but need not, be the same as the period specified pursuant to paragraph (D) above.

(F) If the fair value as so determined is not acceptable to the Vendor he may by notice in writing to the Directors within seven days of being notified of such fair value revoke the Transfer Notice. In that event the Directors shall forthwith give notice to all other members. Save as aforesaid the Transfer Notice shall not be revocable.

(G) If by the foregoing procedure the Directors shall receive acceptances in respect of any of the Sale Shares they shall give notice thereof to the Vendor and he shall thereupon become bound upon payment of the appropriate price to transfer the accepted Sale Shares to the person or persons who have accepted the same and if in any case the Vendor having become so bound makes default in so doing the Company shall receive the price and the Directors shall appoint some person to execute instruments of transfer of those of the Sale Shares concerned in favour of the relevant

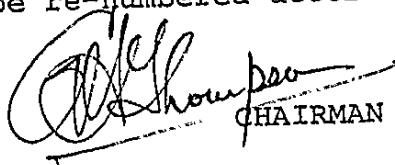
transferee and shall thereupon subject to such instruments being duly stamped cause the name of the relevant transferee to be entered in the Register of Members as the holder thereof and shall hold the price in trust for the Vendor. The receipt of the Company shall be a good discharge to any such transferee.

(H) If by the foregoing procedure the Directors shall not receive acceptances in respect of all the Sale Shares they shall give notice thereof to the Vendor and (so long as the Transfer Notice has not been withdrawn as provided above) the Vendor shall be at liberty within 90 days thereafter to transfer all or any of the unaccepted Sale Shares to any person or persons at any price not less than the lower of the Specified Price and if the matter has been referred to the Auditors as aforesaid the fair value as reported by them provided that no transfer of any share in the capital of the company shall be registered without the unanimous sanction of all the directors who may without assigning any reason decline to give any such sanction.

(I) The provisions of paragraph (B) of this Article may be waived in any particular case if all the members give their consent in writing.

(J) If any member or person becoming entitled to any shares in the capital of the Company in consequence of the death or bankruptcy of any member, at any time attempts to deal with or dispose of any shares otherwise than in accordance with the foregoing provisions of this Article he shall be deemed immediately prior to such attempt to have served the Company with a Transfer Notice in respect of such shares and the provisions of this Article shall thereupon apply to such shares and such Transfer Notice shall be deemed to have been served on the day on which the Directors shall receive actual notice of such attempt."

2. THAT consequent upon the passing of the foregoing Resolution the existing Article 8 of the Articles of Association of the Company be re-numbered Article 7 and that all the subsequent Articles be re-numbered accordingly.


CHAIRMAN

935140/33

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
OXFORD SCIENTIFIC FILMS LIMITED

INTRODUCTORY

1. Subject as hereinafter provided, the Regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Part II of Table A") shall apply to the above-named OXFORD SCIENTIFIC FILMS LIMITED (in these Articles called "the Company").

2. Regulation 1 of Part II of Table A shall be deemed to be deleted and the following substituted therefor:-

"1. Regulations 24, 53, 75, 76, 77, 87, 89 to 92, 106 and 136 of Part I of Table A shall not apply to the Company, but the remaining Regulations of Part I of Table A, as altered or modified by the Articles of Association of the Company, shall apply to the Company".

Regulation 3 of Part II of Table A shall not apply to the Company.

SHARE CAPITAL

3. The initial Share Capital of the Company is £100 divided into 100 shares of £1 each.

4. Subject to any direction to the contrary by Special Resolution all new shares of whatsoever kind in the capital of the Company shall be offered to the members in proportion as nearly as possible to the nominal value of the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined, and, after the expiration



of such time or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares so offered, the directors may dispose of the same in such manner as they may think most beneficial to the Company.

LIEN ON SHARES

5. In Regulation 11 of Part I of Table A the words and brackets "(not being a fully paid share)" and "(other than fully paid shares)" shall be deemed to be deleted.

TRANSFER OF SHARES

6. (A) Any share may be transferred by a member to any son, daughter, grandson or granddaughter of such member, and any share of a deceased member may be transferred by his personal representatives to any son, daughter, grandson granddaughter, or other issue, nephew, niece, son-in-law, widow or widower of such deceased member, and shares standing in the names of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such will.
- (B) Except when a transfer is made pursuant to paragraph (A) of this Article, every member and any person becoming entitled to any share in the capital of the Company in consequence of the death or bankruptcy of any member who desires to transfer any of his shares in the Company (hereinafter called the "Vendor") shall give notice in writing to the Directors of his intention (hereinafter called the "Transfer Notice") specifying the shares concerned (hereinafter together called "the Sale Shares") and the price per share (hereinafter called "the Specified Price") at which he is willing to sell.
- (C) The Transfer Notice shall constitute the Directors the agents of the Vendor for the sale of the Sale Shares to the other members of the Company at the lower of the Specified Price and the fair value fixed as hereinafter provided.
- (D) Within seven days after the receipt of the Transfer Notice the Directors shall offer the Sale Shares to the other members in proportion as nearly as the circumstances will admit to the numbers of shares in the Company held by them respectively. Each such offer shall be made by notice in writing specifying the number and Specified Price and

shall specify a period (not being less than 28 days) during which the offer if not accepted by notice in writing to the Directors will be deemed to have been declined. At the expiration of that time any Sale Shares not so accepted shall be re-offered in like manner and upon the same terms to those of the other members who accepted all the Sale Shares previously offered to them and such re-offering shall be repeated until such time as all the Sale Shares have been accepted or until all the other members shall have declined to accept any more of them.

- (E) Within fourteen days of first being offered any of the Sale Shares any member may by notice in writing to the Directors require that the Specified Price be referred to the Auditors for the time being of the Company. The Directors shall forthwith give notice to all other members that they have so referred the Specified Price. The Auditors shall report in writing under their hand what in their opinion is the fair value per share of the Sale Shares as between a willing vendor and a willing purchaser. In so reporting the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the Arbitration Act, 1950 and any statutory modification or re-enactment thereof for the time being in force shall not apply. The costs of the Auditors' report shall be borne by the Company (save to the extent that the Auditors shall direct that the same be borne by the Vendor and/or the member(s) who required the matter to be referred to them). The Directors shall use their best endeavours to procure that the Auditors report on the fair value within fourteen days of the matter being referred to them. Upon receipt of such report the Directors shall immediately give written notice of the fair value both to the Vendor and to each of the other members of the Company and such notice shall specify a further period (not being less than 28 days) during which the offer if not accepted by notice in writing to the Directors will be deemed to have been declined. Such period may, but need not, be the same as the period specified pursuant to paragraph (D) above.
- (F) If the fair value as so determined is not acceptable to the Vendor he may by notice in writing to the Directors within seven days of being notified of such fair value revoke the Transfer Notice. In that event the Directors shall forthwith give

notice to all other members. Save as aforesaid the Transfer Notice shall not be revocable.

- (G) If by the foregoing procedure the Directors shall receive acceptances in respect of any of the Sale Shares they shall give notice thereof to the Vendor and he shall thereupon become bound upon payment of the appropriate price to transfer the accepted Sale Shares to the person or persons who have accepted the same and if in any case the Vendor having become so bound makes default in so doing the Company shall receive the price and the Directors shall appoint some person to execute instruments of transfer of those of the Sale Shares concerned in favour of the relevant transferee and shall thereupon subject to such instruments being duly stamped cause the name of the relevant transferee to be entered in the Register of Members as the holder thereof and shall hold the price in trust for the Vendor. The receipt of the Company shall be a good discharge to any such transferee.
- (H) If by the foregoing procedure the Directors shall not receive acceptances in respect of all the Sale Shares they shall give notice thereof to the Vendor and (so long as the Transfer Notice has not been withdrawn as provided above) the Vendor shall be at liberty within 90 days thereafter to transfer all or any of the unaccepted Sale Shares to any person or persons at any price not less than the lower of the Specified Price and if the matter has been referred to the Auditors as aforesaid the fair value as reported by them provided that no transfer of any share in the capital of the company shall be registered without the unanimous sanction of all the directors who may without assigning any reason decline to give any such sanction.
- (I) The provisions of paragraph (B) of this Article may be waived in any particular case if all the members give their consent in writing.
- (J) If any member or person becoming entitled to any shares in the capital of the Company in consequence of the death or bankruptcy of any member, at any time attempts to deal with or dispose of any shares otherwise than in accordance with the foregoing provisions of this Article he shall be deemed immediately prior to such attempt to have served the Company with a Transfer Notice in respect of such shares and the provisions of this Article shall thereupon apply to such shares and

such Transfer Notice shall be deemed to have been served on the day on which the Directors shall receive actual notice of such attempt.

GENERAL MEETINGS

7. (A) Regulations 54 of Part I of Table A shall be read and construed as if the words "meeting shall be dissolved" were substituted for the words "members present shall be a quorum".
- (B) The penultimate paragraph of Regulation 58 of Part I of Table A shall be modified by inserting after the words "or lost" the words "or not carried by a particular majority".

VOTES OF MEMBERS

8. Regulations 62 of Part I of Table A shall be modified by inserting after the words "present in person" the words "or by proxy".

DIRECTORS

9. The Directors shall not, unless otherwise determined by an Ordinary Resolution of the Company, be less than two nor more than eight in number.
10. The first Directors shall be appointed by the subscribers to the Memorandum of Association, or a majority of them, by memorandum in writing under their hands either with or without a meeting and until such Directors are appointed the subscribers to the Memorandum of Association shall be deemed to be Directors.
11. The Directors may grant special remuneration to any Director who, being called upon, shall render any special or extra services to the Company. Such special remuneration may be payable to such Director in addition to or in substitution for his ordinary remuneration (if any) as a Director, and may be made payable by a lump sum or by way of salary, or by a percentage of profits, or by any or all of those modes.
12. A Director need not hold any share qualification, but a Director or an alternate Director acting in his place shall be entitled to receive notice of and attend all General Meetings of the Company.

PROCEEDINGS OF DIRECTORS

13. A Resolution in writing signed or approved by letter or telegram by every member of the Board for the time being entitled to receive notice of a meeting of the Directors, shall have the same effect and validity as a Resolution of the Board duly passed at a meeting of the Board duly convened and constituted.

ALTERNATE DIRECTORS

14. Each Director shall have the power to nominate any other Director, or with the approval of a majority of the other Directors, any other person to act as alternate Director, in his place, at any meeting of the Directors at which he is unable to be present, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall (except as regards the power to appoint an alternate) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration as alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote or votes to which he is entitled in his own capacity as a Director of the Company, and shall also be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two. Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has been appointed vacates his office as Director or removes him by written notice to the Company.

BORROWING POWERS

15. In Regulation 79 of Part I of Table A the words from "Provided that" to the end of the Regulation shall be deemed to be deleted.

POWERS OF DIRECTORS

16. Any Director may continue to be or become a director of or hold any other office or place of profit under any other company in which the Company may be interested, and no such Director shall be accountable for any remuneration, salary, profit or other benefits received by him as a director of, or holder of any other office or place of profit under, or member of, any such other company. The Directors may exercise

the voting power conferred by the shares in any company held or owned by the Company in such manner in all respects as they think fit (including the exercise thereof in favour of any Resolution appointing themselves or any of them directors of such company) and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or be about to be, appointed a director of such other company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

17. (A) The Directors may procure the establishment and maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation fund or life assurance scheme for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to, any persons (including Directors and other officers) who are or shall have been at any time in the employment or service in any capacity of the Company, or of any subsidiary company of the Company or of the predecessors in business of the Company or any such subsidiary company and the wives, widows, families or dependants of any such persons.
- (B) The Directors may also procure the establishment and subsidy of or subscription or support to any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or of its members, and payment for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.
- (C) The Directors may procure any of the matters aforesaid to be done by the Company either alone or in conjunction with any other company.
- (D) The powers vested in the Directors by this Article shall be in addition to any other provisions in these Articles.

18. 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 counted in estimating a quorum when any such contract or arrangement is under consideration;

and Regulation 84 of Part I of Table A shall be deemed to be modified accordingly.

ROTATION OF DIRECTORS

19. (A) In Regulation 94 of Part I of Table A the words from "and may also determine" to the end of the Regulation shall be deemed to be deleted.
- (B) In Regulation 95 of Part I of Table A the second sentence thereof shall be deemed to be deleted.
- (C) In Regulation 97 of the Part I of Table A the second sentence thereof shall be deemed to be deleted.

NOTICES

20. Regulation 134 of Part I of Table A shall be deemed to be modified by inserting the following new sub-paragraph:-

"(d) every Director or alternate Director acting in his place."

21. Any summons, notice, order or other document required to be sent to or served upon the Company or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope or wrapper, addressed to the Company or such officer at the Registered Office of the Company.

INDEMNITY

22. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

Names, Addresses and Descriptions of Subscribers.

G.H. THOMPSON
Ox Close,
Long Hanborough,
Oxon.

Scientific Film Maker.

SEAN R. MORRIS,
Mongewell Meadow,
Wallingford,
Berks.

Scientific Film Maker.

P.D. PARKS,
Eastbury Farm House,
Compton,
Nr. Guildford,
Surrey.

Scientific Film Maker.

JOHN E. PALING,
24 Church View,
Freeland,
Oxon.

Scientific Film Maker.

DAVID H. THOMPSON,
Ox Close,
Long Hanborough,
Oxon.

Scientific Film Maker.

DATED this 25th day of June, 1968.

WITNESS to the above Signatures:-

JANET E. DAWSON,
55 Chalfont Road,
Oxford.

Assistant Curator (Zoology) Oxford University
Museum.

Still Prints

No: 935140

52

THE COMPANIES ACTS, 1948 TO 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

OXFORD SCIENTIFIC FILMS LIMITED

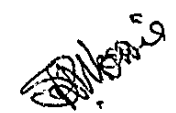
Passed on the 29th day of September, 1982

At an Extraordinary General Meeting of the Company held on the 29th day of September, 1982, the following Resolution was duly passed as a Special Resolution of the Company:-

THAT:-

- (a) this Meeting hereby approves an Agreement which it is proposed should be made between the Company, Anglia Television Limited and J.A.L. Cooke and others ("the



- Agreement"), a draft of which has been produced to this Meeting and for the purpose of identification initialled by the Chairman, and authorises the Directors of the Company to execute the Agreement on behalf of the Company and to give effect thereto;
- (b) the authorised share capital of the Company be and it is hereby divided into two classes designated "A" Ordinary Shares of £1 each and "B" Ordinary Shares of £1 each so as to form two separate classes of shares having the rights and being subject to the restrictions attached to them respectively or collectively by the Articles of Association adopted by paragraph (d) of this Resolution (but so that the shares in each class shall rank pari passu in all respects) in the proportion of 10,500 "A" Ordinary Shares of £1 each and 4,500 "B" Ordinary Shares of £1 each;
- (c) each of the 7000 issued Ordinary Shares of £1 in the capital of the Company prior to the passing of this Resolution be and it is hereby converted into one "A" Ordinary Share of £1 as designated and defined by paragraph (b) of this Resolution;
- (d) the regulations contained in the document marked "New Articles of Association of Oxford Scientific Films Limited" and for the purpose of identification initialled by the Chairman be and the same are hereby adopted as the Articles of Association of the Company
- 

to the exclusion of and in substitution for the existing Articles of Association and all regulations incorporated therein; and

- (e) notwithstanding the provisions of Article 4 of the Company's Articles of Association, the Directors be and they are hereby authorised as required by Section 14 of the Companies Act 1980 to allot for cash pursuant to the terms of the Agreement not more than 3,042 "B" Ordinary Shares of £1 each in the capital of the Company to Anglia Television Limited within thirty days of the date hereof as if Section 17(1) of the Companies Act 1980 did not apply to such allotment.

J. Morris.
Chairman

No. 935140

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

- OF -

OXFORD SCIENTIFIC FILMS LIMITED

Adopted by Special Resolution
passed on 29th September, 1982 ✓

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act 1948 as amended at the date of adoption of these Articles (disregarding the provisions of Section 88(4) of the Companies Act 1980) shall apply to the Company.
2. These Articles and the regulations incorporated herein shall take effect subject to the requirements of the Companies Acts 1948 to 1981 (as modified or re-enacted from time to time) and of every other Act for the time being in force concerning joint stock companies and affecting the Company (hereinafter together referred to as "the Statutes").



3. In these Articles, where the context so permits, words importing the singular number only shall include the plural number, and vice versa, words importing the masculine gender only shall include the feminine gender, words importing persons shall include corporations and the expression "paid up" shall include credited as paid up.

SHARE CAPITAL

4. (A) The share capital of the Company at the date of the adoption of these Articles is £15,000 divided into 10,500 "A" Ordinary Shares of £1 each and 4,500 "B" Ordinary Shares of £1 each. ✓
- (B) The said "A" Ordinary Shares and "B" Ordinary Shares shall be separate classes and shall carry the respective rights hereinafter provided but in all other respects shall be identical and rank *pari passu*.
5. In Regulation 3 of Table A the words "with the sanction of an ordinary resolution" shall be deemed to be deleted.
6. (A) Unless otherwise determined by Special Resolution of the Company:-
- (i) Any equity securities (as defined for the purposes of Section 17 of the Companies Act 1980) hereafter to be issued shall before issue be offered for subscription in the first instance to such persons as at the date of the offer are registered as the respective holders of the Shares in the capital of the Company and shall be allotted (in the case of competition) to the applicants in proportion (as nearly as may be and without allotting to any applicant a greater number of shares than applied for) to the number of Shares then held by them respectively.
- (ii) Any such offer as aforesaid shall be made by notice in writing specifying the number or amount of equity securities being offered, the price at which the same are offered ("the

offer price") and any other terms of the offer and shall remain open for such period (being not less than 21 days) as shall be specified in such notice. Any such offer not accepted within the period specified will be deemed to be declined.

- (iii) Subject as aforesaid, the Directors may at any time up to three months after the expiration of such offer dispose of any equity securities not taken up pursuant thereto at such price (not being less than the offer price), on such terms (not being less favourable to the Company than the terms of the relevant offer specified in paragraph (ii) above) and in such manner and to such persons as the Directors may think fit.
- (B) Subject to the provisions of paragraph (A) of this Article, the Directors are generally and unconditionally authorised for the purposes of Section 14 of the Companies Act 1980, at any time or times during the period of five years from the date of the adoption of these Articles, to allot, or to grant any right to subscribe for or to convert any security into, all or any of the unissued shares in the authorised share capital of the Company at such date.
- (C) At the expiry of such period of five years, the authority contained in paragraph (B) shall expire but such authority shall allow the Company to make an offer or agreement before the expiry of such authority which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of such authority.
- (D) Subject to the provisions of paragraph (A) of this Article, the powers vested in the Directors to allot equity securities (as defined as aforesaid) shall be exercisable as if Section 17(1) of such Act does not apply to the allotment thereof.

LIEN AND CALLS ON SHARES

- 7. In Regulation 11 of Table A the words and brackets "(not being a fully paid share)" shall be deemed to be deleted.

8. In Regulation 15 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be deemed to be deleted.

TRANSFER OF SHARES

9. (A) (i) Any member and any person entitled to shares by transmission shall be entitled at any time to transfer any of his shares to his spouse, children or remoter issue or to trustees to be held upon Family Trusts provided that:-
- (a) where shares have been transferred to trustees as aforesaid they may on any change of trustees be transferred to the new trustees of the Family Trusts concerned;
 - (b) this Paragraph (A) of this Article shall be deemed to permit transfers by such trustees of the shares held by them to the spouse, children or remoter issue of the member or former member who held such shares but such trustees are not permitted by virtue of this Paragraph (A) to transfer any of such shares to any of their own spouses, children or remoter issue;
 - (c) if and whenever any of such shares come to be held otherwise than upon Family Trusts (otherwise than in connection with a transfer by the trustees authorised under this Article) it shall be the duty of the trustees to notify the Company that such event has occurred and to give a Transfer Notice in respect of such shares and, in the event of the failure of the trustees to give such Transfer Notice, they shall be deemed to have served the Company with a Transfer Notice in respect of such shares and the

Transfer Price shall be ascertained pursuant to Paragraph (F) hereof and the provisions of Paragraphs (B) to (D) and (G) to (J) of this Article shall thereupon apply to the shares and such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such shares being held otherwise than upon Family Trusts and the Directors shall be obliged to give notice pursuant to Paragraph (D) of this Article forthwith after the Transfer Price shall have been ascertained;

- (d) the expression "Family Trusts" means trusts (whether arising under a settlement or testamentary disposition or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than a member or the spouse, children or remoter issue of a member or former member.
- (ii) Shares may also be transferred by a corporate member to its holding company or to any company which is a wholly-owned subsidiary of its holding company or to any wholly-owned subsidiary of such member provided that in the event of any such transferee ceasing to be a holding company of the original member or a wholly-owned subsidiary of such original member or of the holding company of such original member it shall be deemed to have served a Transfer Notice in respect of such shares and the Transfer Price shall be ascertained pursuant to Paragraph (F) of this Article and the provisions of Paragraphs (B) to (D) and (G) to (J) of this Article shall apply to the shares and such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such change in the relationship between the said companies and the Directors shall be obliged to give notice pursuant to Paragraph (D) of this Article forthwith after the Transfer Price shall have been ascertained.

(iii) The Company may, from time to time:-

- (a) purchase its own shares (including any redeemable shares); and
- (b) by Special Resolution reduce its share capital and any capital redemption reserve fund or share premium account;

provided that neither such purchase nor such reduction reduces its share capital below the authorised minimum for a private company from time to time provided by or pursuant to the Statutes. Anything done in pursuance of this sub-paragraph shall be done in any manner provided, and subject to any conditions imposed, by the Statutes, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the Resolution authorising the same, and, so far as such Resolution shall not be applicable, in such manner as the Directors deem most expedient.

- (B) Save as aforesaid, no member or person entitled by transmission shall be entitled to dispose of any interest in his shares in the Company without first offering the same for transfer to the holders for the time being of the other shares in the Company. Such offer may be in respect of all or part only of the shares held by the proposing transferor and shall be made by the proposing transferor by notice in writing to the Company (hereinafter called "a Transfer Notice").
- (C) The Transfer Notice shall specify the shares offered (hereinafter called "the said shares") and the price at which they are offered (hereinafter called "the Specified Price") and it shall constitute the Directors as the agents of the proposing transferor for the sale of the said shares to other holders of shares in the Company at a price not less than the lower of the Specified Price and the fair value fixed as hereinafter provided (hereinafter called "the Transfer Price").

- (D) Upon receipt by the Company of a Transfer Notice the Directors shall forthwith give notice to all the holders of shares in the Company (other than the proposing transferor) of the number and description of the said shares and the Specified Price (or, in a case not falling within Paragraph (B) of this Article, the Transfer Price) inviting each of such holders to state by notice in writing to the Company within a period (hereinafter called "the Transfer Period") which shall be a period of sixty days (subject to Paragraph (E) of this Article) whether he is willing to purchase any and, if so, what maximum number of the said shares, and shall also forthwith give a copy of such notice to the proposing transferor.
- (E) Within fourteen days of first being offered any of the said shares any such holder may by notice in writing to the Directors require that the Auditors for the time being of the Company be requested to report what in their opinion is the fair value of the said shares pursuant to Paragraph (F) of this Article. The Directors shall forthwith give notice to all other holders that they have so requested the Auditors. The Directors shall use their best endeavours to procure that the Auditors report on the fair value within fourteen days of the matter being referred to them. Upon receipt of such report the Directors shall immediately give written notice of the fair value both to the proposing transferor and to each of the other holders of shares in the Company and such notice shall specify a further period (not being less than 30 days) which shall be the new Transfer Period. Such period may, but need not, be the same as the period specified pursuant to Paragraph (D) above. If the fair value as so determined is not acceptable to the proposing transferor he may by notice in writing to the Directors within seven days of being notified of such fair value revoke the Transfer Notice. In that event the Directors shall forthwith give notice to all other holders of shares in the Company. Save as aforesaid the Transfer Notice shall not be revocable.

- (F) If requested by the Directors so to do, the Auditors shall report in writing under their hand what in their opinion is the fair value per share of the relevant shares as between a willing vendor and a willing purchaser. For such purposes each share in the Company shall be deemed to have a value equal to such fraction of the value of the whole of the issued share capital of the Company as the nominal amount of such share represents as a fraction of the nominal amount of the whole of the issued share capital of the Company and, if the Company is then carrying on business as a going concern, it shall be assumed that it will continue to do so. In so reporting the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the Arbitration Act, 1950 and any statutory modification or re-enactment thereof for the time being in force shall not apply. The costs of the Auditors' report shall be borne by the Company (save to the extent that the Auditors shall direct that the same be borne by the proposing transferor and/or the holder(s) who required the matter to be referred to them).
- (G) At the expiration of the Transfer Period the Directors shall allocate the said shares to or amongst such of the said holders as shall have expressed their willingness to purchase, and in case of competition the said shares shall be allocated to the holders of shares of the same class as the said shares in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares of the same class and in the event of members holding shares of the same class not taking all the said shares, then the remainder of the said shares shall be allocated to the holders of shares of the other class and in the case of competition on a similar basis *mutatis mutandis* as aforesaid.
- (H) Upon such allocation being made, the holders to or amongst whom such allocation shall have been made shall be bound to pay the Transfer Price for, and to accept a transfer of, the shares so allocated

to them respectively and the proposing transferor shall be bound upon payment of the Transfer Price to transfer such shares to the respective purchasers.

- (I) If in any case the proposing transferor, after having become bound to transfer shares as aforesaid, makes default in so doing the Company may receive the Transfer Price and the Directors may appoint some person to execute instruments of transfer of such shares in favour of the purchasers and shall thereupon cause the names of the purchasers to be entered in the Register of Members of the Company as the holders of the shares and shall hold the Transfer Price in trust for the proposing transferor. The receipt of the Company therefor shall be a good discharge to the purchasers, and after their names shall have been entered in the Register of Members of the Company in exercise of the aforesaid power the validity of the transactions shall not be questioned by any person.
- (J) If, at the expiration of the Transfer Period any of the said shares shall not have been sold in accordance with the provisions of this Article, the proposing transferor may (subject to the provisions of Article 11) at any time within a period of ninety days after the expiration of the Transfer Period transfer the shares not so sold to any person and at any price not being less than the Transfer Price Provided that:-
 - (i) if the Transfer Notice shall state that the intending transferor is not willing to transfer part only of the shares concerned he shall not be entitled hereunder to transfer any of such shares unless in aggregate the whole of such shares are so transferred;
 - (ii) the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

- (K) If a member or other person entitled to transfer a share at any time attempts to deal with or dispose of the share or any interest therein otherwise than in accordance with the foregoing provisions of this Article, he shall be deemed immediately prior to such attempt to have served the Company with a Transfer Notice in respect of such share and the Transfer Price shall be ascertained pursuant to Paragraph (F) of this Article and the other provisions of this Article shall thereupon apply to the share and such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such attempt and the Directors shall be obliged to give notice pursuant to Paragraph (D) of this Article forthwith after the Transfer Price shall have been ascertained.
 - (L) The restrictions on transfer contained in this Article shall apply to all transfers or transmissions operating by law or otherwise.
10. (A) Where a shareholder, being an individual (hereinafter called "the deceased shareholder"), dies and his shares in the Company are not transferred (whether to his personal representatives or otherwise pursuant to Regulation 31 of Table A) in accordance with the provisions of Article 9 hereof before the expiry of the Relevant Period (as hereinafter defined), the Directors may, and on the application of any other shareholder shall, by notice in writing served on the deceased shareholder at his registered address, require that the shares in the Company held by the deceased shareholder be offered to the other shareholders at a price to be ascertained in accordance with the provisions of this Article. The personal representatives of the deceased shareholder may also at any time offer such shares to the other shareholders at such price.
- (B) The price for the transfer of such shares shall be either:-

- (i) such price as shall be agreed for such purpose between the personal representatives of the deceased shareholder and the Directors or
 - (ii) in default of such agreement within a period of thirty days from the date of service of notice by the Directors under paragraph (A) hereof (or such longer period as the said personal representatives, if any, and the Directors shall agree or, if there are no personal representatives, as the Directors shall determine), such price as the Auditors of the Company for the time being shall determine in accordance with the procedure set out in Paragraph (F) of Article 9 hereof.
- (C) Upon the price for the said shares being ascertained as aforesaid, the deceased shareholder shall be deemed to have served a Transfer Notice for the purpose of Article 9 hereof, the price so ascertained shall be deemed to be "the Transfer Price" for the purposes of such Article and the provisions of paragraphs (D) and (G) to (J) of such Article shall apply accordingly.
- (D) None of the shares of a deceased shareholder shall be transferred (whether to his personal representatives or otherwise pursuant to Regulation 31 of Part I of Table A) after the expiry of the Relevant Period unless the said shares shall have been offered to other shareholders (whether following a notice by the Directors or at the instigation of the personal representatives of the deceased shareholder) in accordance with the provisions of paragraph (C) of this Article.
- (E) For the purposes of this Article "the Relevant Period" shall mean the period of twelve months from the death of the deceased shareholder except that if probate shall not have been granted in respect of the deceased shareholder's estate before the expiry of six months after his death, the Relevant Period shall mean the period from his death until the expiry of six months from the date of such grant of probate or, if shorter, the period from his death until the expiry of fifteen months from the date thereof.

11. (A) The Directors shall refuse to register a proposed transfer not made pursuant to or permitted by Article 9.

(B) Regulation 24 of Table A shall not apply.
12. The instrument of transfer of a share shall be signed by the transferor and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. In the case of a partly paid share the instrument of transfer must also be signed by the transferee. Regulation 22 of Table A shall not apply.

GENERAL MEETINGS

13. 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 58 of Table A shall be deemed to be modified accordingly.
14. The Chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 60 of Table A shall not apply.
15. A resolution in writing signed by all the members of the Company entitled to receive notice of and attend and vote at a meeting of the Company or of any class of members of the Company (which resolution may consist of several documents in the like form each signed by one or more of the said members) or a resolution to which every such member has signified his approval in writing or by cable, telex or telegram, shall be as valid and effectual as if it had been passed at a meeting of the Company or of such class of members of the Company (as the case may be) duly called and constituted. In the case of a corporation the resolution may be signed or approved on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 73A of Table A shall not apply.

VOTES OF MEMBERS

16. Regulation 62 of Table A shall be deemed to be modified by inserting after the words "present in person" the words "or by proxy".

DIRECTORS

17. The Directors shall, unless otherwise determined by an Ordinary Resolution of the Company, be not less than two in number. Regulation 75 of Table A shall not apply.
18. A Director need not be a shareholder but shall be entitled to receive notice of and attend all General Meetings and Regulation 134 of Table A shall be deemed to be modified accordingly. Regulation 77 of Table A shall not apply.
19. (A) The quorum for a meeting of the Directors shall be two Directors present throughout the meeting. Regulation 99 of Table A shall not apply.

(B) In the case of an equality of votes at any meeting of the Board of Directors, the Chairman of the meeting will have no second or casting vote. Regulation 98 of Table A shall be deemed to be modified accordingly.

(C) The last sentence in Regulation 98 of Table A shall be deemed to be deleted and the following shall be deemed to be substituted therefor:-

"Notices of meetings of the Directors shall be given to all Directors and to any alternate Directors appointed by them, whether or not they are within the United Kingdom."

20. The provisions of Article 19 shall, unless the Directors otherwise agree, apply, mutatis mutandis, to every committee appointed by the Directors. Regulations 102 and 104 of Table A shall be deemed to be modified accordingly.

21. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 and special notice shall not be required of any resolution appointing him or approving his appointment and no Director shall be liable to vacate his office by reason of his having attained that or any other age.

BORROWING POWERS

22. In Regulation 79 of Table A the words from "Provided that" to the end of the Regulation shall be deemed to be deleted.

ALTERNATE DIRECTORS

23. (A) Each Director shall have the power to nominate any other Director or, with the approval of a majority of the other Directors, any other person to act as alternate Director in his place at any meeting of the Directors at which he is unable to be present, and at his discretion to remove such alternate Director.
- (B) On such appointment being made, the alternate Director shall (except as regards the power to appoint an alternate) be subject in all respects to the provisions, terms and conditions of these Articles existing with reference to the other Directors of the Company and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents but shall look to the Director appointing him solely for his remuneration as an alternate Director.
- (C) Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director, and shall also be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two.
- (D) Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when:-
- (i) the Director by whom he has been appointed vacates his office as Director (otherwise than by retirement if he is re-elected at the Meeting at which he retires), or

- (ii) the Director by whom he has been appointed removes him by written notice to the Company, or
- (iii) an event occurs which, if he were a Director, would have caused him to vacate his office as Director.

24. Every instrument appointing or removing an alternate Director shall be in writing signed by the appointor and shall be effective upon delivery at the Office or at a meeting of the Directors.

POWERS AND DUTIES OF DIRECTORS

25. (A) The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund, scheme or arrangement or other retirement benefits scheme or life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons who are or shall have been at any time Directors or other officers or in the employment or service of the Company or of any company which is or was a subsidiary of or associated with the Company or of the predecessors in business of the Company or of any such subsidiary or associated company or of any holding company of any such other company as aforesaid or the wives, widows, families, relatives or dependants of any such persons.
- (B) The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or its members, and make payments for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

- (C) The Directors may procure any of the matters aforesaid to be done by the Company either alone or in conjunction with any other company.
 - (D) Regulation 87 of Table A shall not apply.
26. Subject to his having declared his interest in accordance with the Statutes, a Director may vote as a Director in regard to any contract or arrangement in which he is interested (other than any agreement between the Company of the one part and him of the other part) 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. Regulation 84 of Table A shall be deemed to be modified accordingly.
 27. A Resolution in writing signed by all the Directors or by all the members of a Committee for the time being (which Resolution may consist of several documents in the like form each signed by one or more of the said Directors or the said members of such Committee) or a Resolution to which every such Director or every such member of a Committee has signified his approval in writing or by cable, telegram or telex shall be as valid and effectual as if it had been passed at a Meeting of the Directors or of such Committee (as the case may be) duly called and constituted. For the purpose of this Article the signature or approval of an alternate Director (if any) shall suffice in place of the signature of the Director appointing him. Regulation 106 of Table A shall not apply.
 28. The Directors may grant special remuneration to any Director who, being called upon, shall render any special or extra services to the Company. Such special remuneration may be payable to such Director in addition to or in substitution for his ordinary remuneration (if any) as a Director and may be made payable by a lump sum or by way of salary, or by a percentage of profits, or by any or all of those modes.

DISQUALIFICATION OF DIRECTORS

29. The office of a Director shall be vacated:-

- (a) if he is prohibited by law from being a Director;
or
- (b) if a receiving order is made against him or he makes any arrangement or composition with his creditors; or
- (c) if he becomes a Patient for the purposes of Part VIII of the Mental Health Act 1959; or
- (d) if by notice in writing to the Company he resigns his office; or
- (e) if he is removed by an Ordinary Resolution of the Company.

Regulation 88 of Table A shall not apply.

EXECUTIVE DIRECTORS

30. (A) The Directors may from time to time appoint one or more of their body to hold any executive office in the Company, including, inter alia, the offices of Chairman, Vice Chairman and Managing Director, for such period and on such terms as they think fit, and (without prejudice to any claim for damages for breach of any agreement between any such person and the Company) may revoke such appointment.
- (B) Any Director holding executive office in the Company shall receive such remuneration whether by way of salary, commission or participation in profits (or partly in one way and partly in another) as the Directors may determine.
- (C) The Directors may entrust to and confer upon any Director holding executive office in the Company any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

- (D) Regulations 107 to 109 (inclusive) of Table A shall not apply.

ASSOCIATE, SPECIAL AND LOCAL DIRECTORS

31. The Directors may from time to time appoint one or more persons to the office of Associate, Special or Local Director as they may decide. The tenure of office, scope of duties and remuneration of an Associate, Special or Local Director shall be determined from time to time by the Directors. The Directors may also from time to time (without prejudice to any claim for damages for breach of any agreement between any Associate, Special or Local Director and the Company) remove him from office and, if thought fit, appoint another in his place. An Associate, Special or Local Director shall not be deemed to be a Director of the Company and no Associate, Special or Local Director shall be entitled to be present at any meeting of the Directors unless the Directors shall require his presence and he shall not accordingly be counted in the quorum therefor or be entitled to vote thereat.

SEAL

32. The Directors shall provide for the safe custody of the Seal and of any official Seal for use abroad pursuant to the Statutes, and such Seals shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose. Regulation 113 of Table A shall not apply.

INDEMNITY

33. Subject to the provisions of the Statutes, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. Regulation 136 of Table A shall not apply.

THE COMPANIES ACTS 1948 TO 1980

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

10

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering*delete if
inappropriate†delete as
appropriate

Note

This notice and a
printed copy of
the resolution
authorising the
increase must be
forwarded to the
Registrar of
Companies
within 15 days
after the passing
of the resolution

To the Registrar of Companies

For official use

Company number

50

935140

Name of Company

OXFORD SCIENTIFIC FILMS

Limited*

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by ~~ordinary~~
~~extraordinary~~ [special]† resolution of the company dated 29th September 1982the nominal capital of the company has been increased by the addition thereto of the sum of
£14,900 beyond the registered capital of £100A printed copy of the resolution authorising the increase is forwarded herewith
The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
14,900	ORDINARY	£1

(If any of the new shares are preference shares state whether they are redeemable or not)
The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:The new shares are Ordinary Shares of £1 each
ranking in all respects pari passu with the
existing shares in the capital of the
Company.Please tick here if
continued overleaf†delete as
appropriate

Signed

V. G. Downer

[Director] [Secretary]† Date

5.10.1982

Presentor's name, address and
reference (if any):ALLEN & OVERY
9 Cheapside
LONDON EC2V 6AD.

GNW/ADF/CAG

For official use
General section

Post room



No: 935140

149
THE COMPANIES ACTS, 1948 TO 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

OXFORD SCIENTIFIC FILMS LIMITED

Passed on the *29th* day of *September*, 1982

At an Extraordinary General Meeting of the Company held on the *29th* day of *September*, 1982, the following Resolutions were duly passed as Special Resolutions of the Company:-

1. THAT the authorised share capital of the Company be and it is hereby increased to £15,000 by the creation of 14,900 Ordinary Shares of £1 each ranking in all



respects pari passu with the existing Shares in the capital of the Company.

2. THAT upon the recommendation of the Directors, it is desirable to capitalise the sum of £6,930 being part of the amount standing to the credit of the Profit and Loss Account of the Company and accordingly that such sum be set free for distribution among the holders of the 70 Ordinary Shares of £1 each on the Register of Members of the Company immediately prior to the passing of this Resolution in the proportion in which such sum would have been divisible amongst them if the same had been distributed by way of dividend on condition that the same be not paid in cash but be applied in paying up in full 6,930 unissued Ordinary Shares of £1 each to be allotted and distributed credited as fully paid up within fourteen days of the date hereof to and amongst such persons in the proportion aforesaid, that is to say in the proportion of ninety-nine new Ordinary Shares of £1 each for each Ordinary Share of £1 now held by them, and accordingly that the Directors be and they are hereby authorised to effect such allotment and distribution within thirty days of the date hereof as required by Section 14 of the Companies Act 1980.

Handwritten signature

3. THAT, notwithstanding the provisions of Article 4 of the Company's Articles of Association, the Directors be and they are hereby authorised as required by Section 14 of the Companies Act 1980 to grant an option to Stephen N. Dalton to subscribe for not more than one hundred Ordinary Shares of £1 each in the capital of the Company on or before 31st July 1983 and, in the event that the said Stephen N. Dalton elects to exercise such option, to allot for cash not more than one hundred Ordinary Shares of £1 each in the capital of the Company (ranking pari passu in all respects with the existing shares in the capital of the Company in issue prior to the passing of this Resolution) to the said Stephen N. Dalton within five years of the date hereof as if Section 17(1) of the Companies Act 1980 did not apply to such allotment.



.....

Chairman

THE COMPANIES ACTS 1948 TO 1981

A

Notice of new accounting reference date given during the course of an accounting reference period

Pursuant to section 3(1) of the Companies Act 1976

3

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

60

935140

Name of company

OXFORD SCIENTIFIC FILMS LTD

Limited*

*delete if
inappropriate**Note**Please read
notes 1 to 5
overleaf before
completing this
form

hereby gives you notice in accordance with section 3(1) of the Companies Act 1976 that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Day Month

31 10

†delete as
appropriate

The current accounting reference period of the company is to be treated as [shortened] [extended]†
and ~~[is to be treated as having come to an end]~~ [will come to an end]† on

Day Month Year

31 10 1985

See note 4(c) and
complete if
appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 3(6)(c) of the Companies Act 1976, the following statement should be completed:

The company is a [subsidiary] [holding company]† of _____

_____, company number _____

the accounting reference date of which is _____

Signed

[Director] [Secretary] † Date

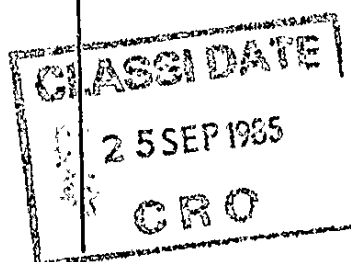
20/9/85

Presenter's name, address and
reference (if any):

John Hardcastle
Oxford Scientific Films Ltd
Lower Road
Long Hanborough
Oxford OX7 2LD

For official use
General section

Post room



No: 935140

69
THE COMPANIES ACTS, 1948 TO 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

OXFORD SCIENTIFIC FILMS LIMITED

Passed on the *29th* day of *September*, 1982

At an Extraordinary General Meeting of the Company held on the *29th* day of *September*, 1982, the following Resolutions were duly passed as Special Resolutions of the Company:-


1. THAT the authorised share capital of the Company be and it is hereby increased to £15,000 by the creation of 14,900 Ordinary Shares of £1 each ranking in all.



respects pari passu with the existing Shares in the capital of the Company.

2. THAT upon the recommendation of the Directors, it is desirable to capitalise the sum of £6,930 being part of the amount standing to the credit of the Profit and Loss Account of the Company and accordingly that such sum be set free for distribution among the holders of the 70 Ordinary Shares of £1 each on the Register of Members of the Company immediately prior to the passing of this Resolution in the proportion in which such sum would have been divisible amongst them if the same had been distributed by way of dividend on condition that the same be not paid in cash but be applied in paying up in full 6,930 unissued Ordinary Shares of £1 each to be allotted and distributed credited as fully paid up within fourteen days of the date hereof to and amongst such persons in the proportion aforesaid, that is to say in the proportion of ninety-nine new Ordinary Shares of £1 each for each Ordinary Share of £1 now held by them, and accordingly that the Directors be and they are hereby authorised to effect such allotment and distribution within thirty days of the date hereof as required by Section 14 of the Companies Act 1980.

.. THAT, notwithstanding the provisions of Article 4 of the Company's Articles of Association, the Directors be and they are hereby authorised as required by Section 14 of the Companies Act 1980 to grant an option to Stephen N. Dalton to subscribe for not more than one hundred Ordinary Shares of £1 each in the capital of the Company on or before 31st July 1983 and, in the event that the said Stephen N. Dalton elects to exercise such option, to allot for cash not more than one hundred Ordinary Shares of £1 each in the capital of the Company (ranking pari passu in all respects with the existing shares in the capital of the Company in issue prior to the passing of this Resolution) to the said Stephen N. Dalton within five years of the date hereof as if Section 17(1) of the Companies Act 1980 did not apply to such allotment.


.....

Chairman

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

10

To the Registrar of Companies

For official use Company number

70

935140

Name of Company

OXFORD SCIENTIFIC FILMS

Limited*

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by ~~ordinary~~ ^[special] resolution of the company dated 29th September 1982 the nominal capital of the company has been increased by the addition thereto of the sum of £14,900 beyond the registered capital of £100

A printed copy of the resolution authorising the increase is forwarded herewith
The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
14,900	ORDINARY	£1

(If any of the new shares are preference shares state whether they are redeemable or not)
The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follows:

The new shares are Ordinary Shares of £1 each ranking in all respects pari passu with the existing shares in the capital of the Company.

Please tick here if
continued overleaf

☐

Signed

V.C. Dwyer

[Director] [Secretary]† Date

5.10.1982

Presenter's name, address and
reference (if any):

ALLEN & OVERY
9 Cheapside
LONDON EC2V 6AD.

GNW/ADF/CAG

For official use
General section

Post no.



CL


THE COMPANIES ACT 1985
OXFORD SCIENTIFIC FILMS LIMITED
COMPANY NUMBER 935140 71

NOTICE OF PASSING OF ORDINARY RESOLUTION
(Pursuant to s123(1) of The Companies Act 1985)

At an Extraordinary General Meeting of the above named Company duly convened and held at Lower Road, Long Hanborough, Oxford OX7 2LD on 25th July 1985 at 9.30 a.m. the following Resolution was passed as an Ordinary Resolution:

RESOLUTION

THAT the authorised share capital of the Company be increased to £20,000 by the creation of 5,000 "B" Ordinary Shares of £1.00 each to rank pari passu in all respects with the existing "B" Ordinary Shares in the capital of the Company


Director

Presentor's name, address
and reference:

Cole & Cole
Sterling House
19/23 High Street
Kidlington
Oxford
OX5 2DH

Ref: JP/20030/1





COMPANIES FORM No. 123

**Notice of increase
in nominal capital**

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

[1712]

935140

Name of company

* OXFORD SCIENTIFIC FILMS LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 25th July 1986 the nominal capital of the company has been
increased by £ 5,000.00 beyond the registered capital of £ 15,000.00.

A copy of the resolution authorising the increase is attached. §

§ the copy must be
printed or in some
other form approved
by the registrar

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

Number of Shares	Class of Shares	Nominal Amount of each share
5,000	"B" Ordinary	£1

To rank pari passu with the existing "B" Ordinary Shares

Please tick here if
continued overleaf



† delete as
appropriate

Signed

[Director] ~~[Secretary]~~ † Date

7. 8. 86

Presenter's name address and
reference (if any):

Cole & Cole
Sterling House
19/23 High Street
Kidlington

Oxford OX5 2DH Ref: JP

Stanley Davis (Company Services) Limited

International Company Registrations and Searches

For official Use
General Section

Post



124-128 City Road, London EC1V 2NJ
Telephone 01-250 3350 Telex 21957 DAVIS G
LDE Box No. 274

TPS 1208 123

No. 935140

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THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM
AND
NEW
ARTICLES OF ASSOCIATION

(adopted by a Special Resolution
passed on 29th September 1982)

OF

OXFORD SCIENTIFIC FILMS LIMITED

Incorporated the 9th day of July 1968

COLE & COLE
COMMERCIAL DEPARTMENT
STERLING HOUSE,
19/23 HIGH STREET,
KIDLINGTON, OXFORD. OX5 2DH.



No. 935140

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that OXFORD SCIENTIFIC FILMS LIMITED
is this day incorporated under the Companies Act 1948 to
1967 and that the Company is Limited.

GIVEN under my hand at London the 9th day of July 1968.

F.L. KNIGHT
Assistant Registrar of Companies

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

OXFORD SCIENTIFIC FILMS LIMITED

1. The name of the Company is "OXFORD SCIENTIFIC FILMS LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (1) To carry on in all parts of the world the business, either for its own account or for others, of making, producing, exhibiting, distributing, renting, letting on hire and otherwise exploiting cinematograph and television films, motion pictures, slides and other materials of every kind whereby sound or vision is recorded, amplified, produced, reproduced, transmitted or received, and generally to carry on business in all branches of the motion picture and photographic industries.
 - (2) To acquire and dispose of copyrights, rights of presentation, licences and any other rights or interests in any cinematograph or television film, photograph or other work of art, and to print, publish or cause to be printed or published anything of which the Company has a copyright or right to print or publish, and to sell, distribute and deal with any matter so printed or published in such manner as the Company may think fit, and to grant licences or rights in respect of any property of the Company to any other person, firm or company.
 - (3) To purchase, take on lease or hiring agreement, or in exchange, or otherwise acquire and to hold any lands, buildings or other property, and any estate or interest in, and any rights connected with, any such lands buildings or other property and to pay

for the same in money or in the shares or other securities of the Company, and to sell, lease, let on hire or develop such property or otherwise turn the same to advantage of the Company.

- (4) To erect, construct, alter and maintain buildings, erections and works of all kinds, whether on the property of the Company or not.
- (5) To print, publish, distribute and sell magazines, periodicals and catalogues of all descriptions.
- (6) To carry on any other business or trade whatsoever (whether manufacturing or otherwise) which can in the opinion of the Company be advantageously carried on in connection with any of the above businesses or by way of extension thereof or is calculated directly or indirectly to develop any branch of the Company's business or trade or to enhance the value of any of its assets.
- (7) To carry on any business or branch of a business which the Company is authorised to carry on by means, or through the agency, of any company which is a subsidiary of the Company, and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time, and either temporarily or permanently, to close any such branch or business.
- (8) To acquire on any terms, and subject to any conditions, the whole or any part of the business, property or liabilities of any person, firm or organisation or the whole or any part of the issued share or loan capital business, property or liabilities of any company, carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and to pay for any such acquisition either in cash or shares, with or without any preferred or deferred rights, 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.
- (9) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose

of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligation of any other company.

- (10) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any person, firm, company or organisation carrying on, or proposing to carry on, any business within the objects of the Company.
- (11) To act as directors or managers of or to appoint directors or managers of any company which is a subsidiary of the Company or of any other company in which the Company is or may be interested.
- (12) To pay for any rights or property acquired by the Company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (13) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.
- (14) To give all descriptions of guarantees and indemnities.
- (15) To subscribe for, underwrite, purchase, or otherwise acquire and to hold, dispose of, and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any governments, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange. Provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers or dealers of any kind.
- (16) To invest and deal with the moneys of the Company not immediately required in any manner.
- (17) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or

otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company as the case may be.

- (18) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.
- (19) To lend money with or without security and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons, companies or organisations.
- (20) To grant donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors and other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary company or the wives, widows, families or dependants of any such persons; and to establish, subsidise, subscribe to or support institutions, associations, clubs, funds, or trusts, calculated to be for the benefit of any such persons as aforesaid or otherwise advance the interest and well-being of the Company or of any such other company as aforesaid or of its members; and to make payments for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish and contribute to any scheme for the purchase by trustees of shares of the Company to be held for the benefit of the Company's employees (including Directors holding a salaried employment or office in the Company) or to lend money to the Company's employees (other than Directors) to enable them to purchase or subscribe for fully-paid shares of the Company or its holding company to be held by themselves by way of beneficial ownership.

- (21) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- (22) To enter into any arrangement with any government or authority, imperial, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, or company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.
- (23) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (24) To procure the Company to be registered, incorporated or legally recognised in and to keep registers of shareholders in any part of the world.
- (25) To distribute among the members of the Company in specie any property of the Company.
- (26) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom, or elsewhere, and (b) that, except where the context expressly so requires, none of the several paragraphs of this Clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this Clause, or the objects in such other paragraph specified or the powers thereby conferred.

6.

4. The liability of the members is limited.
5. The Share Capital of the Company is £100. divided into 100
Shares of £1. each*

* Note: By a Special Resolution passed on the 29th September 1982 the Share Capital of the Company was increased to £15,000.

By a Further Special Resolution passed on 29th September 1982 the Share Capital of the Company was divided and converted into and redesignated as 10,500 "A" Ordinary Shares of £1 each, and 4,500 "B" Ordinary Shares of £1 each.

By an Ordinary Resolution passed on the 7th August 1986 the Share Capital of the Company was increased to £20,000 by the creation of 5,000 "B" Ordinary Shares of £1 each ranking pari passu in all respects with the existing "B" Ordinary Shares.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
G.H. THOMPSON Ox Close, Long Hanborough, Oxon Scientific Film Maker.	One
SEAN R. MORRIS Mongewell Meadow, Wallingford, Berks. Scientific Film Maker.	One
P.D. PARKS, Eastbury Farm House, Compton, Nr. Guildford, Surrey. Scientific Film Maker.	One
JOHN E. PALING, 24 Church View, Freeland, Oxon. Scientific Film Maker.	One
DAVID H. THOMPSON Ox Close, Long Hanborough, Oxon. Scientific Film Maker.	One

DATED this 25th day of June, 1968.

WITNESS to the above signatures:-

JANET E. DAWSON,
55, Chalfont Road,
Oxford.

Assistant Curator (Zoology) Oxford University Museum.

No. 935140

THE COMPANIES ACTS 1948 to 1981
COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION

- OF -

OXFORD SCIENTIFIC FILMS LIMITED

Adopted by Special Resolution
passed on 29th September, 1982

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act 1948 as amended at the date of adoption of these Articles (disregarding the provisions of Section 88(4) of the Companies Act 1980) shall apply to the Company.
2. These Articles and the regulations incorporated herein shall take effect subject to the requirements of the Companies Acts 1948 to 1981 (as modified or re-enacted from time to time) and of every other Act for the time being in force concerning joint stock companies and affecting the Company (hereinafter together referred to as "the Statutes").

3. In these Articles, where the context so permits, words importing the singular number only shall include the plural number, and vice versa, words importing the masculine gender only shall include the feminine gender, words importing persons shall include corporations and the expression "paid up" shall include credited as paid up.

SHARE CAPITAL

4. (A) The share capital of the Company at the date of the adoption of these Articles is £15,000 divided into 10,500 "A" Ordinary Shares of £1 each and 4,500 "B" Ordinary Shares of £1 each.
- (B) The said "A" Ordinary Shares and "B" Ordinary Shares shall be separate classes and shall carry the respective rights hereinafter provided but in all other respects shall be identical and rank *pari passu*.
5. In Regulation 3 of Table A the words "with the sanction of an ordinary resolution" shall be deemed to be deleted.
6. (A) Unless otherwise determined by Special Resolution of the Company:-
- (i) Any equity securities (as defined for the purposes of Section 17 of the Companies Act 1980) hereafter to be issued shall before issue be offered for subscription in the first instance to such persons as at the date of the offer are registered as the respective holders of the Shares in the capital of the Company and shall be allotted (in the case of competition) to the applicants in proportion (as nearly as may be and without allotting to any applicant a greater number of shares than applied for) to the number of Shares then held by them respectively.
- (ii) Any such offer as aforesaid shall be made by notice in writing specifying the number or amount of equity securities being offered, the price at which the same are offered ("the

offer price") and any other terms of the offer and shall remain open for such period (being not less than 21 days) as shall be specified in such notice. Any such offer not accepted within the period specified will be deemed to be declined.

- (iii) Subject as aforesaid, the Directors may at any time up to three months after the expiration of such offer dispose of any equity securities not taken up pursuant thereto at such price (not being less than the offer price), on such terms (not being less favourable to the Company than the terms of the relevant offer specified in paragraph (ii) above) and in such manner and to such persons as the Directors may think fit.
- (B) Subject to the provisions of paragraph (A) of this Article, the Directors are generally and unconditionally authorised for the purposes of Section 14 of the Companies Act 1980, at any time or times during the period of five years from the date of the adoption of these Articles, to allot, or to grant any right to subscribe for or to convert any security into, all or any of the unissued shares in the authorised share capital of the Company at such date.
- (C) At the expiry of such period of five years, the authority contained in paragraph (B) shall expire but such authority shall allow the Company to make an offer or agreement before the expiry of such authority which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of such authority.
- (D) Subject to the provisions of paragraph (A) of this Article, the powers vested in the Directors to allot equity securities (as defined as aforesaid) shall be exercisable as if Section 17(1) of such Act does not apply to the allotment thereof.

LIEN AND CALLS ON SHARES

- 7. In Regulation 11 of Table A the words and brackets "(not being a fully paid share)" shall be deemed to be deleted.

8. In Regulation 15 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be deemed to be deleted.

TRANSFER OF SHARES

9. (A) (i) Any member and any person entitled to shares by transmission shall be entitled at any time to transfer any of his shares to his spouse, children or remoter issue or to trustees to be held upon Family Trusts provided that:-
- (a) where shares have been transferred to trustees as aforesaid they may on any change of trustees be transferred to the new trustees of the Family Trusts concerned;
 - (b) this Paragraph (A) of this Article shall be deemed to permit transfers by such trustees of the shares held by them to the spouse, children or remoter issue of the member or former member who held such shares but such trustees are not permitted by virtue of this Paragraph (A) to transfer any of such shares to any of their own spouses, children or remoter issue;
 - (c) if and whenever any of such shares come to be held otherwise than upon Family Trusts (otherwise than in connection with a transfer by the trustees authorised under this Article) it shall be the duty of the trustees to notify the Company that such event has occurred and to give a Transfer Notice in respect of such shares and, in the event of the failure of the trustees to give such Transfer Notice, they shall be deemed to have served the Company with a Transfer Notice in respect of such shares and the

Transfer Price shall be ascertained pursuant to Paragraph (F) hereof and the provisions of Paragraphs (B) to (D) and (G) to (J) of this Article shall thereupon apply to the shares and such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such shares being held otherwise than upon Family Trusts and the Directors shall be obliged to give notice pursuant to Paragraph (D) of this Article forthwith after the Transfer Price shall have been ascertained;

(d) the expression "Family Trusts" means trusts (whether arising under a settlement or testamentary disposition or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than a member or the spouse, children or remoter issue of a member or former member.

(ii) Shares may also be transferred by a corporate member to its holding company or to any company which is a wholly-owned subsidiary of its holding company or to any wholly-owned subsidiary of such member provided that in the event of any such transferee ceasing to be a holding company of the original member or a wholly-owned subsidiary of such original member or of the holding company of such original member it shall be deemed to have served a Transfer Notice in respect of such shares and the Transfer Price shall be ascertained pursuant to Paragraph (F) of this Article and the provisions of Paragraphs (B) to (D) and (G) to (J) of this Article shall apply to the shares and such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such change in the relationship between the said companies and the Directors shall be obliged to give notice pursuant to Paragraph (D) of this Article forthwith after the Transfer Price shall have been ascertained.

(iii) The Company may, from time to time:-

- (a) purchase its own shares (including any redeemable shares); and
- (b) by Special Resolution reduce its share capital and any capital redemption reserve fund or share premium account;

provided that neither such purchase nor such reduction reduces its share capital below the authorised minimum for a private company from time to time provided by or pursuant to the Statutes. Anything done in pursuance of this sub-paragraph shall be done in any manner provided, and subject to any conditions imposed, by the Statutes, so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the Resolution authorising the same, and, so far as such Resolution shall not be applicable, in such manner as the Directors deem most expedient.

- (B) Save as aforesaid, no member or person entitled by transmission shall be entitled to dispose of any interest in his shares in the Company without first offering the same for transfer to the holders for the time being of the other shares in the Company. Such offer may be in respect of all or part only of the shares held by the proposing transferor and shall be made by the proposing transferor by notice in writing to the Company (hereinafter called "a Transfer Notice").
- (C) The Transfer Notice shall specify the shares offered (hereinafter called "the said shares") and the price at which they are offered (hereinafter called "the Specified Price") and it shall constitute the Directors as the agents of the proposing transferor for the sale of the said shares to other holders of shares in the Company at a price not less than the lower of the Specified Price and the fair value fixed as hereinafter provided (hereinafter called "the Transfer Price").

- (D) Upon receipt by the Company of a Transfer Notice the Directors shall forthwith give notice to all the holders of shares in the Company (other than the proposing transferor) of the number and description of the said shares and the Specified Price (or, in a case not falling within Paragraph (B) of this Article, the Transfer Price) inviting each of such holders to state by notice in writing to the Company within a period (hereinafter called "the Transfer Period") which shall be a period of sixty days (subject to Paragraph (E) of this Article) whether he is willing to purchase any and, if so, what maximum number of the said shares, and shall also forthwith give a copy of such notice to the proposing transferor.
- (E) Within fourteen days of first being offered any of the said shares any such holder may by notice in writing to the Directors require that the Auditors for the time being of the Company be requested to report what in their opinion is the fair value of the said shares pursuant to Paragraph (F) of this Article. The Directors shall forthwith give notice to all other holders that they have so requested the Auditors. The Directors shall use their best endeavours to procure that the Auditors report on the fair value within fourteen days of the matter being referred to them. Upon receipt of such report the Directors shall immediately give written notice of the fair value both to the proposing transferor and to each of the other holders of shares in the Company and such notice shall specify a further period (not being less than 30 days) which shall be the new Transfer Period. Such period may, but need not, be the same as the period specified pursuant to Paragraph (D) above. If the fair value as so determined is not acceptable to the proposing transferor he may by notice in writing to the Directors within seven days of being notified of such fair value revoke the Transfer Notice. In that event the Directors shall forthwith give notice to all other holders of shares in the Company. Save as aforesaid the Transfer Notice shall not be revocable.

- (F) If requested by the Directors so to do, the Auditors shall report in writing under their hand what in their opinion is the fair value per share of the relevant shares as between a willing vendor and a willing purchaser. For such purposes each share in the Company shall be deemed to have a value equal to such fraction of the value of the whole of the issued share capital of the Company as the nominal amount of such share represents as a fraction of the nominal amount of the whole of the issued share capital of the Company and, if the Company is then carrying on business as a going concern, it shall be assumed that it will continue to do so. In so reporting the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the Arbitration Act, 1950 and any statutory modification or re-enactment thereof for the time being in force shall not apply. The costs of the Auditors' report shall be borne by the Company (save to the extent that the Auditors shall direct that the same be borne by the proposing transferor and/or the holder(s) who required the matter to be referred to them).
- (G) At the expiration of the Transfer Period the Directors shall allocate the said shares to or amongst such of the said holders as shall have expressed their willingness to purchase, and in case of competition the said shares shall be allocated to the holders of shares of the same class as the said shares in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares of the same class and in the event of members holding shares of the same class not taking all the said shares, then the remainder of the said shares shall be allocated to the holders of shares of the other class and in the case of competition on a similar basis mutatis mutandis as aforesaid.
- (H) Upon such allocation being made, the holders to or amongst whom such allocation shall have been made shall be bound to pay the Transfer Price for, and to accept a transfer of, the shares so allocated

to them respectively and the proposing transferor shall be bound upon payment of the Transfer Price to transfer such shares to the respective purchasers.

- (I) If in any case the proposing transferor, after having become bound to transfer shares as aforesaid, makes default in so doing the Company may receive the Transfer Price and the Directors may appoint some person to execute instruments of transfer of such shares in favour of the purchasers and shall thereupon cause the names of the purchasers to be entered in the Register of Members of the Company as the holders of the shares and shall hold the Transfer Price in trust for the proposing transferor. The receipt of the Company therefor shall be a good discharge to the purchasers, and after their names shall have been entered in the Register of Members of the Company in exercise of the aforesaid power the validity of the transactions shall not be questioned by any person.
- (J) If, at the expiration of the Transfer Period any of the said shares shall not have been sold in accordance with the provisions of this Article, the proposing transferor may (subject to the provisions of Article 11) at any time within a period of ninety days after the expiration of the Transfer Period transfer the shares not so sold to any person and at any price not being less than the Transfer Price Provided that:-
 - (i) if the Transfer Notice shall state that the intending transferor is not willing to transfer part only of the shares concerned he shall not be entitled hereunder to transfer any of such shares unless in aggregate the whole of such shares are so transferred;
 - (ii) the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

(K) If a member or other person entitled to transfer a share at any time attempts to deal with or dispose of the share or any interest therein otherwise than in accordance with the foregoing provisions of this Article, he shall be deemed immediately prior to such attempt to have served the Company with a Transfer Notice in respect of such share and the Transfer Price shall be ascertained pursuant to Paragraph (F) of this Article and the other provisions of this Article shall thereupon apply to the share and such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such attempt and the Directors shall be obliged to give notice pursuant to Paragraph (D) of this Article forthwith after the Transfer Price shall have been ascertained.

(L) The restrictions on transfer contained in this Article shall apply to all transfers or transmissions operating by law or otherwise.

10. (A) Where a shareholder, being an individual (hereinafter called "the deceased shareholder"), dies and his shares in the Company are not transferred (whether to his personal representatives or otherwise pursuant to Regulation 31 of Table A) in accordance with the provisions of Article 9 hereof before the expiry of the Relevant Period (as hereinafter defined), the Directors may, and on the application of any other shareholder shall, by notice in writing served on the deceased shareholder at his registered address, require that the shares in the Company held by the deceased shareholder be offered to the other shareholders at a price to be ascertained in accordance with the provisions of this Article. The personal representatives of the deceased shareholder may also at any time offer such shares to the other shareholders at such price.

(B) The price for the transfer of such shares shall be either:-

- (i) such price as shall be agreed for such purpose between the personal representatives of the deceased shareholder and the Directors or
 - (ii) in default of such agreement within a period of thirty days from the date of service of notice by the Directors under paragraph (A) hereof (or such longer period as the said personal representatives, if any, and the Directors shall agree or, if there are no personal representatives, as the Directors shall determine), such price as the Auditors of the Company for the time being shall determine in accordance with the procedure set out in Paragraph (F) of Article 9 hereof.
- (C) Upon the price for the said shares being ascertained as aforesaid, the deceased shareholder shall be deemed to have served a Transfer Notice for the purpose of Article 9 hereof, the price so ascertained shall be deemed to be "the Transfer Price" for the purposes of such Article and the provisions of paragraphs (D) and (G) to (J) of such Article shall apply accordingly.
- (D) None of the shares of a deceased shareholder shall be transferred (whether to his personal representatives or otherwise pursuant to Regulation 31 of Part I of Table A) after the expiry of the Relevant Period unless the said shares shall have been offered to other shareholders (whether following a notice by the Directors or at the instigation of the personal representatives of the deceased shareholder) in accordance with the provisions of paragraph (C) of this Article.
- (E) For the purposes of this Article "the Relevant Period" shall mean the period of twelve months from the death of the deceased shareholder except that if probate shall not have been granted in respect of the deceased shareholder's estate before the expiry of six months after his death, the Relevant Period shall mean the period from his death until the expiry of six months from the date of such grant of probate or, if shorter, the period from his death until the expiry of fifteen months from the date thereof.

11. (A) The Directors shall refuse to register a proposed transfer not made pursuant to or permitted by Article 9.

(B) Regulation 24 of Table A shall not apply.
12. The instrument of transfer of a share shall be signed by the transferor and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. In the case of a partly paid share the instrument of transfer must also be signed by the transferee. Regulation 22 of Table A shall not apply.

GENERAL MEETINGS

13. 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 58 of Table A shall be deemed to be modified accordingly.
14. The Chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 60 of Table A shall not apply.
15. A resolution in writing signed by all the members of the Company entitled to receive notice of and attend and vote at a meeting of the Company or of any class of members of the Company (which resolution may consist of several documents in the like form each signed by one or more of the said members) or a resolution to which every such member has signified his approval in writing or by cable, telex or telegram, shall be as valid and effectual as if it had been passed at a meeting of the Company or of such class of members of the Company (as the case may be) duly called and constituted. In the case of a corporation the resolution may be signed or approved on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 73A of Table A shall not apply.

VOTES OF MEMBERS

16. Regulation 62 of Table A shall be deemed to be modified by inserting after the words "present in person" the words "or by proxy".

DIRECTORS

17. The Directors shall, unless otherwise determined by an Ordinary Resolution of the Company, be not less than two in number. Regulation 75 of Table A shall not apply.
18. A Director need not be a shareholder but shall be entitled to receive notice of and attend all General Meetings and Regulation 134 of Table A shall be deemed to be modified accordingly. Regulation 77 of Table A shall not apply.
19. (A) The quorum for a meeting of the Directors shall be two Directors present throughout the meeting. Regulation 99 of Table A shall not apply.

(B) In the case of an equality of votes at any meeting of the Board of Directors, the Chairman of the meeting will have no second or casting vote. Regulation 98 of Table A shall be deemed to be modified accordingly.

(C) The last sentence in Regulation 98 of Table A shall be deemed to be deleted and the following shall be deemed to be substituted therefor:-

"Notices of meetings of the Directors shall be given to all Directors and to any alternate Directors appointed by them, whether or not they are within the United Kingdom."
20. The provisions of Article 19 shall, unless the Directors otherwise agree, apply, mutatis mutandis, to every committee appointed by the Directors. Regulations 102 and 104 of Table A shall be deemed to be modified accordingly.
21. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 and special notice shall not be required of any resolution appointing him or approving his appointment and no Director shall be liable to vacate his office by reason of his having attained that or any other age.

BORROWING POWERS

22. In Regulation 79 of Table A the words from "Provided that" to the end of the Regulation shall be deemed to be deleted.

ALTERNATE DIRECTORS

23. (A) Each Director shall have the power to nominate any other Director or, with the approval of a majority of the other Directors, any other person to act as alternate Director in his place at any meeting of the Directors at which he is unable to be present, and at his discretion to remove such alternate Director.
- (B) On such appointment being made, the alternate Director shall (except as regards the power to appoint an alternate) be subject in all respects to the provisions, terms and conditions of these Articles existing with reference to the other Directors of the Company and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents but shall look to the Director appointing him solely for his remuneration as an alternate Director.
- (C) Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director, and shall also be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two.
- (D) Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when:-
- (i) the Director by whom he has been appointed vacates his office as Director (otherwise than by retirement if he is re-elected at the Meeting at which he retires), or

- (ii) the Director by whom he has been appointed removes him by written notice to the Company, or
- (iii) an event occurs which, if he were a Director, would have caused him to vacate his office as Director.

24. Every instrument appointing or removing an alternate Director shall be in writing signed by the appointor and shall be effective upon delivery at the Office or at a meeting of the Directors.

POWERS AND DUTIES OF DIRECTORS

25. (A) The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund, scheme or arrangement or other retirement benefits scheme or life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons who are or shall have been at any time Directors or other officers or in the employment or service of the Company or of any company which is or was a subsidiary of or associated with the Company or of the predecessors in business of the Company or of any such subsidiary or associated company or of any holding company of any such other company as aforesaid or the wives, widows, families, relatives or dependants of any such persons.
- (B) The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or its members, and make payments for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

(C) The Directors may procure any of the matters aforesaid to be done by the Company either alone or in conjunction with any other company.

(D) Regulation 87 of Table A shall not apply.

26. Subject to his having declared his interest in accordance with the Statutes, a Director may vote as a Director in regard to any contract or arrangement in which he is interested (other than any agreement between the Company of the one part and him of the other part) 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. Regulation 84 of Table A shall be deemed to be modified accordingly.
27. A Resolution in writing signed by all the Directors or by all the members of a Committee for the time being (which Resolution may consist of several documents in the like form each signed by one or more of the said Directors or the said members of such Committee) or a Resolution to which every such Director or every such member of a Committee has signified his approval in writing or by cable, telegram or telex shall be as valid and effectual as if it had been passed at a Meeting of the Directors or of such Committee (as the case may be) duly called and constituted. For the purpose of this Article the signature or approval of an alternate Director (if any) shall suffice in place of the signature of the Director appointing him. Regulation 106 of Table A shall not apply.
28. The Directors may grant special remuneration to any Director who, being called upon, shall render any special or extra services to the Company. Such special remuneration may be payable to such Director in addition to or in substitution for his ordinary remuneration (if any) as a Director and may be made payable by a lump sum or by way of salary, or by a percentage of profits, or by any or all of those modes.

DISQUALIFICATION OF DIRECTORS

29. The office of a Director shall be vacated:-
- (a) if he is prohibited by law from being a Director;
or
 - (b) if a receiving order is made against him or he makes any arrangement or composition with his creditors; or
 - (c) if he becomes a Patient for the purposes of Part VIII of the Mental Health Act 1959; or
 - (d) if by notice in writing to the Company he resigns his office; or
 - (e) if he is removed by an Ordinary Resolution of the Company.

Regulation 88 of Table A shall not apply.

EXECUTIVE DIRECTORS

30. (A) The Directors may from time to time appoint one or more of their body to hold any executive office in the Company, including, inter alia, the offices of Chairman, Vice Chairman and Managing Director, for such period and on such terms as they think fit, and (without prejudice to any claim for damages for breach of any agreement between any such person and the Company) may revoke such appointment.
- (B) Any Director holding executive office in the Company shall receive such remuneration whether by way of salary, commission or participation in profits (or partly in one way and partly in another) as the Directors may determine.
- (C) The Directors may entrust to and confer upon any Director holding executive office in the Company any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

- (D) Regulations 107 to 109 (inclusive) of Table A shall not apply.

ASSOCIATE, SPECIAL AND LOCAL DIRECTORS

31. The Directors may from time to time appoint one or more persons to the office of Associate, Special or Local Director as they may decide. The tenure of office, scope of duties and remuneration of an Associate, Special or Local Director shall be determined from time to time by the Directors. The Directors may also from time to time (without prejudice to any claim for damages for breach of any agreement between any Associate, Special or Local Director and the Company) remove him from office and, if thought fit, appoint another in his place. An Associate, Special or Local Director shall not be deemed to be a Director of the Company and no Associate, Special or Local Director shall be entitled to be present at any meeting of the Directors unless the Directors shall require his presence and he shall not accordingly be counted in the quorum therefor or be entitled to vote thereat.

SEAL

32. The Directors shall provide for the safe custody of the Seal and of any official Seal for use abroad pursuant to the Statutes, and such Seals shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose. Regulation 113 of Table A shall not apply.

INDEMNITY

33. Subject to the provisions of the Statutes, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. Regulation 136 of Table A shall not apply.

9
11
THE COMPANIES ACT 1985

OXFORD SCIENTIFIC FILMS LIMITED

Company No. 935140

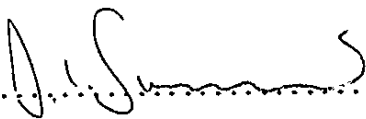
NOTICE OF PASSING OF ORDINARY RESOLUTION

(Pursuant to s123(1) Companies Act 1985)

At an Extraordinary General Meeting of the above-named Company duly convened and held at Lower Road, Long Hanborough, Oxon on 14th August 1987 the following Resolution was passed as an Ordinary Resolution:-

RESOLUTION

THAT the authorised share capital of the Company be increased to £100,000 by the creation of 80,000 Ordinary Shares of £1 each to rank pari passu in all respects with the existing Ordinary Shares in the capital of the Company.


.....
Director

Presentor's name, address and reference:-

Cole & Cole,
Sterling House,
19/23 High Street,
Kidlington,
Oxford,
OX5 2DH.

Ref: JP



Jp/deeds/resosf2



COMPANIES FORM No. 123
**Notice of increase
in nominal capital**

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

*Insert full name
of company

To the Registrar of Companies

For official use

Company number

177

935140

Name of company

* OXFORD SCIENTIFIC FILMS LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 14th August 1987 the nominal capital of the company has been increased by £ 80,000.00 beyond the registered capital of £ 20,000.00.

†The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follows:

Number of Shares	Class of Shares	Nominal Amount of each Share
80,000	Ordinary	£1.00

To rank pari passu in all respects with the existing Ordinary Shares

Please tick here if
continued overleaf

☐

§Delete as
appropriate

Signed

[Director] [Secretary] Date 14th August 1987

Presentor's name, address and
reference (if any):
Cole & Cole (JP)
Sterling House
19/23 High Street
Kidlington
Oxford
OX5 2DH

For official use

General section

Post room
COMPANIES REGISTRATION
18 AUG 1987
M OFFICE 87



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoth Street, London SE1 5TS

Companies G123

1985 Edition
2.86 B'HAM.

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11
THE COMPANIES ACT 1985

OXFORD SCIENTIFIC FILMS LIMITED

Company No. 935140

82
NOTICE OF PASSING OF SPECIAL RESOLUTION

(Pursuant to s378(2) Companies Act 1985)

At an Extraordinary General Meeting of the above-named Company duly convened and held at Lower Road, Long Hanborough, Oxon on 14th August 1987 the following Resolution was passed as a Special Resolution:-

RESOLUTION

THAT the Articles of Association a draft of which is annexed hereto be adopted as the new Articles of Association of the Company in substitution for the Company's existing Articles of Association with immediate effect.

.....*D. H. Jones*.....

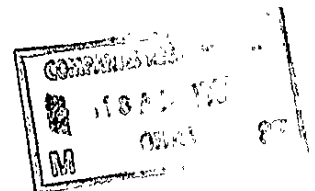
Director

Presentor's name, address and reference:-

Cole & Cole,
Sterling House,
19/23 High Street,
Kidlington,
Oxford,
OX5 2DH.

Ref: JP

Jp/deeds/resosf4



No. 935140

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

MEMORANDUM AND NEW ARTICLES OF ASSOCIATION

(Adopted by a Special Resolution passed on 14th August 1987)

OF

OXFORD SCIENTIFIC FILMS LIMITED

Incorporated the 9th day of July 1968

COLE & COLE
COMMERCIAL DEPARTMENT
STERLING HOUSE
19/23 HIGH STREET
OXFORD OX5 2DH



No. 935140

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that OXFORD SCIENTIFIC FILMS LIMITED is this day incorporated under the Companies Act 1948 to 1967 and that the Company is Limited.

GIVEN under my hand at London the 9th day of July 1968.

F L KNIGHT

Assistant Registrar of Companies

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF

OXFORD SCIENTIFIC FILMS LIMITED

1. The name of the Company is "OXFORD SCIENTIFIC FILMS LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (1) To carry on in all parts of the world the business, either for its own account or for others, of making, producing, exhibiting, distributing, renting, letting on hire or otherwise exploiting cinematograph and television films, notions pictures, slides and other materials of every kind whereby sound or vision is recorded, amplified, produced, reproduced, transmitted or received, and generally to carry on business in all branches of the motion picture and photographic industries.
 - (2) To acquire and dispose of copyrights, rights of presentation, licences and any other rights or interests in any cinematograph or television film, photographic or other work of art and to print, publish or cause to be printed or published anything of which the Company has a copyright or right to print or publish, and to sell, distribute and deal with any matter so printed or published in such manner as the Company may think fit and to grant licences or rights in respect of any property of the Company to any other person, firm or company.
 - (3) To purchase, take on lease or hiring agreement, or in exchange, or otherwise acquire and to hold any lands, buildings or other property, and any estate or interest in, and any rights connected with, any such lands buildings or other property and to pay for the same in money or in the shares or other securities of the Company, and to sell, lease, let on hire or develop such property or otherwise turn the same to advantage of the Company.
 - (4) To erect, construct, alter and maintain buildings, erections and works of all kinds, whether on the property of the Company or not.
 - (5) To print, publish, distribute and sell magazines, periodicals and catalogues of all descriptions.
 - (6) To carry on any other business or trade whatsoever (whether manufacturing or otherwise) which can in the opinion of the Company be advantageously carried on in connection with any of the above businesses or by way of extension thereof or is calculated directly or indirectly to develop any branch of

the Company's business or trade or to enhance the value of any of its assets.

- (7) To carry on any business or branch of a business which the Company is authorised to carry on by means, or through the agency, or any company which is a subsidiary of the Company and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently, to close any such branch or business.
- (8) To acquire on any terms, and subject to any conditions, the whole or any part of the business, property or liabilities of any person, firm or organisation or the whole or any part of the issued share or loan capital business, property or liabilities of any company, carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and to pay for any such acquisition either in cash or shares, with or without any preferred or deferred rights, 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.
- (9) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligation of any other company.
- (10) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or co-operate in any way with, or assist or subsidise, any person, firm, company or organisation carrying on, or proposing to carry on any business within the objects of the Company.
- (11) To act as directors or managers of or to appoint directors or managers of any company which is a subsidiary of the Company or of any other company in which the Company is or may be interested.
- (12) To pay for any rights or property acquired by the Company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or otherwise.
- (13) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.
- (14) To give all descriptions of guarantees and indemnities.

- (15) To subscribe for, underwrite, purchase or otherwise acquire and to hold, dispose of, and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any governments, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange. Provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers or dealers of any kind.
- (16) To invest and deal with the monies of the Company not immediately required in any manner.
- (17) To receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee performance by the Company or any other person or company of any obligation undertaken by the Company or any other person or company as the case may be.
- (18) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.
- (19) To lend money with or without security and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons, companies or organisations.
- (20) To grant donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors and other officers) who are or shall have been at any time in the employment of service of the Company or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary company or the wives, widows, families or dependents of any such persons; and to establish, subsidise, subscribe to or support institutions, associations, clubs, funds, or trusts, calculated to be for the benefit of any such persons as aforesaid or otherwise advance the interest and well being of the Company or of any such other company as aforesaid or of its members; and to make payments for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish and contribute to any scheme for the purchase by trustees of shares of the Company to be held for the benefit of the Company's employees (including Directors holding a salaried employment or office in the Company) or to lend money to the Company's

employees (other than Directors) to enable them to purchase or subscribe for fully paid shares of the Company or its holding company to be held by themselves by way of beneficial ownership.

- (21) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interest, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- (22) To enter into any arrangements with any government or authority, imperial, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority or company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.
- (23) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (24) To procure the Company to be registered, incorporated or legally recognised in and to keep registers of shareholders in any part of the world.
- (25) To distribute among the members of the Company in specie any property of the Company.
- (26) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom, or elsewhere, and (b) that except where the context expressly so requires, none of the several paragraphs of this Clause or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this Clause, or the objects in such other paragraph specified or the powers thereby conferred.

- 4. The liability of the members is limited.
- 5. The Share Capital of the Company is £100 divided into 100 shares of £1 each.*

*Note: By a Special Resolution passed on the 29th September 1982 the Share Capital of the Company was increased to £15,000.

By a further Special Resolution passed on 29th September 1982 the Share Capital of the Company was divided and converted into and redesignated as 10,500 "A" Ordinary Shares of £1 each and 4,500 "B" Ordinary Shares of £1 each.

By an Ordinary Resolution passed on the 7th August 1986 the Share Capital of the Company was increased to £20,000 by the creation of 5,000 "B" Ordinary Shares of £1 each ranking pari passu in all respects with the existing "B" Ordinary Shares.

By a Special Resolution passed on the 14th August 1987 the authorised Share Capital of the Company of £20,000 previously divided into 10,500 "A" Ordinary Shares of £1 each and 9,500 "B" Ordinary Shares of £1 each was re-organised and amalgamated into one class of Ordinary Shares of £1 each and the respective special rights formally attaching to the "A" Ordinary Shares and "B" Ordinary Shares in the Company were thereby extinguished.

By an Ordinary Resolution passed on the 14th August 1987 the Share Capital of the Company was increased to £100,000 by the creation of 80,000 Ordinary Shares of £1 each ranking pari passu in all respects with the existing Ordinary Shares.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectfully agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Numbers of Shares taken by each Subscriber
G H THOMPSON Ox Close Long Hanborough, Oxon Scientific Film Maker	One
SEAN R MORRIS Mongewell Meadow Wallingford Berks. Scientific Films Maker	One
P D PARKS Eastbury Farm House Compton Nr Guilford Surrey Scientific Film Maker	One
JOHN E PALING 24 Church View Freeland Oxon Scientific Film Maker	One
DAVID H THOMPSON Ox Close Long Hanborough Oxon Scientific Film Maker	One

DATED this 25th day of June 1968

WITNESS to the above signatures:-

Janet E Dawson
55 Chalfont Road
Oxford

Assistant Curator (Zoology) Oxford University Museum.

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
OF
OXFORD SCIENTIFIC FILMS LIMITED

Adopted by Special Resolution passed on 14th August 1987

PRELIMINARY

1. Subject as hereinafter provided the regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A-F) Regulations 1985 as amended at the date of adoption of these Articles shall apply to the Company.
2. These Articles and the regulations incorporated herein shall take effect subject to the requirements of the Companies Act 1985 (as modified or re-enacted from time to time) and of every other Act for the time being in force concerning joint stock companies and affecting the Company (hereinafter together referred to as "the Statutes").
3. In these Articles, where the context so permits, words importing the singular number only shall include the plural number, and vice versa, words importing the masculine gender only shall include the feminine gender, words importing persons shall include corporations and the expression "paid up" shall include credited as paid up.

SHARE CAPITAL

4. The share capital of the Company at the date of the adoption of these Articles is £100,000 divided into 100,000 Ordinary Shares of £1 each.
5. (A) Unless otherwise determined by Special Resolution of the Company:-
 - (i) Any equity securities (as defined for the purposes of section 94 of the Companies Act 1985) hereafter to be issued shall before issue be offered for subscription in the first instance to such persons as at the date of the offer are registered as the respective holders of the Shares in the capital of the Company and shall be allotted (in the case of competition) to the applicants in proportion (as nearly as may be and

without allotting to any applicant a greater number of shares than applied for) to the number of Shares then held by them respectively.

- (ii) Any such offer as aforesaid shall be made by notice in writing specifying the number or amount of equity securities being offered, the price at which the same are offered ("the offer price") and any other terms of the offer and shall remain open for such period (being not less than 21 days) as shall be specified in such notice. Any such offer not accepted within the period specified will be deemed to be declined.
- (iii) Subject as aforesaid and as provided in Paragraph (E) of this Article, the Directors may at any time up to three months after the expiration of such offer dispose of any equity securities not taken up pursuant thereto at such price (not being less than the offer price), on such terms, (not being less favourable to the Company than the terms of the relevant offer specified in Paragraph (ii) above) and in such manner and to such persons as the Directors may think fit.
- (B) Subject to the provisions of Paragraph (A) of this Article the Directors are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 at any time or times during the period of five years from the date of the adoption of these Articles, to allot, or to grant any right to subscribe for or to convert any security into, all or any of the unissued shares in the Authorised Share Capital of the Company at such date.
- (C) At the expiry of such period of five years, the authority contained in Paragraph (B) shall expire but such authority shall allow the Company to make an offer or agreement before the expiry of such authority which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of such authority.
- (D) Subject to the provisions of Paragraph (A) of this Article, the powers vested in the Directors to allot equity securities (as defined as aforesaid) shall be exercisable as if section 89(1) of the Companies Act 1985 does not apply to the allotment thereof.
- (E) No share in the capital of the Company may be allotted to any person at any time who shall not first have agreed to be bound by the terms of an Agreement dated 14th August 1987 between the Company and all the shareholders of the Company (the "Shareholders' Agreement").
- (F) The rights conferred under these Articles and the Shareholders' Agreement on each of Columbia, Anglia and the English Shareholders (as hereinafter defined) shall be deemed to be class rights and accordingly shall only be capable of variation in accordance with section 125 of the Companies Act 1985.

LIEN AND CALLS ON SHARES

6. In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be deemed to be deleted.

TRANSFER OF SHARES

7. Subject to Article 9:

- (A) (i) Any member and any person entitled to shares by transmission shall be entitled at any time to transfer any of his shares to his spouse, children or remoter issue or to trustees to be held upon Family Trusts provided that:-

(a) where shares have been transferred to trustees as aforesaid they may on any change of trustees be transferred to the new trustees of the Family Trusts concerned.

(b) this Paragraph (A) of this Article shall be deemed to permit transfers by such trustees of the shares held by them to the spouse, children or remoter issue of the member or former member who held such shares but such trustees are not permitted by virtue of this Paragraph (A) to transfer any of such shares to any of their own spouses, children or remoter issue.

(c) if and whenever any of such shares come to be held otherwise than upon the Family Trusts (otherwise than in connection with a transfer by the trustees authorised under this Article) it shall be the duty of the trustees to notify the Company that such event has occurred and to give a Transfer Notice in respect of such shares and, in the event of the failure of the trustees to give such Transfer Notice they shall be deemed to have served the Company with a Transfer Notice in respect of such shares and the Transfer Price shall be ascertained pursuant to Paragraph (E) hereof and the provisions of Paragraphs (B) to (D) and (F) to (I) of this Article shall thereupon apply to the shares and such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such shares being held otherwise than upon Family Trusts and the Directors shall be obliged to give notice pursuant to Paragraph (D) of this Article forthwith after the Transfer Price shall have been ascertained.

(d) the expression "Family Trusts" means trusts (whether arising under a settlement or testamentary disposition or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than a member or the spouse, children or remoter issue of a member or former member.

- (ii) Shares may also be transferred by a corporate member to its holding company or to any company which is a wholly owned subsidiary of its holding company or to any wholly owned subsidiary of such member provided that in the event of any such transferee ceasing to be a holding company of the original member or a wholly owned subsidiary of such original member or of the holding company of such original member it shall be deemed to have served a Transfer Notice in respect of such shares and the Transfer Price shall be ascertained pursuant to Paragraph (E) of this Article and the provisions of Paragraphs (B) to (D) and (F) to (I) of this Article shall apply to the shares and such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such change in the relationship between the companies and the Directors shall be obliged to give notice pursuant to Paragraph (D) of this Article forthwith after the Transfer Price shall have been ascertained.
- (iii) Any transfer permitted by Article 7(A)(i)(a), (b) and (d) or Article 7(A)(ii) (save for any shares which are the subject of a deemed Transfer Notice) shall be for such consideration or no consideration as the Transferor and the Transferee shall agree.
- (iv) The Company may, from time to time:-
 - (a) purchase its own shares (including any redeemable shares); and
 - (b) by Special Resolution reduce its share capital and any capital redemption reserve fund or share premium account:

provided that neither such purchase nor such reduction reduces its share capital below the authorised minimum for a private company from time to time provided by or pursuant to the Statutes. Anything done in pursuance of this sub-paragraph shall be done in any manner provided, and subject to any conditions imposed, by the Statutes sofar as they shall be applicable, and, sofar as they shall not be applicable, in accordance with the terms of the Resolution authorising the same, and, sofar as such Resolution shall not be applicable, in such manner as the Directors deem most expedient.
- (B) Save as aforesaid, no member or person entitled by transmission shall be entitled to dispose of any interest in his shares in the Company without first offering the same for transfer to the holders for the time being of the other shares in the Company. Such offer may be in respect of all or part only of the shares held by the proposing transferor and shall be made by the proposing transferor by notice in writing to the Company (hereinafter called "a Transfer Notice").

- (C) The Transfer Notice shall specify the shares offered (hereinafter called "the said shares") and the price at which they are offered (hereinafter called "the Specified Price") and it shall constitute the Directors as the agents of the proposing transferor for the sale of the said shares to other holders of shares in the Company at the Specified Price.
- (D) Upon receipt by the Company of a Transfer Notice the Directors shall forthwith give notice to all the holders of shares in the Company (other than the proposing transferor) of the number and description of the said shares and the Specified Price (or in the case of a deemed Transfer Notice the Transfer Price as hereinafter defined) inviting each of such holders to state by notice in writing to the Company within a period (hereinafter called "the Transfer Period") which shall be a period of thirty days, whether he is willing to purchase any, and if so, what maximum number of the said shares, and shall also forthwith give a copy of such notice to the proposing transferor.
- (E) In the case of a deemed Transfer Notice the Directors shall instruct the Auditors for the time being of the Company to report in writing under their hand what in their opinion is the fair value per share of the relevant shares. In determining fair value, the Auditors shall take into account the percentage of the issued share capital represented by the relevant shares and the rights attaching to them and the rights to which they are subject, and, if the Company is then carrying on business as a going concern, it shall be assumed that it will continue to do so. The Directors shall use their best endeavours to procure that the Auditors report on the fair value within fourteen days of the matter being referred to them. Upon receipt of such report, the Directors shall immediately give written notice of the fair value to the proposed transferor and to each of the other holders of shares in the Company. The fair value fixed by the Auditors is herein referred to as the "Transfer Price". In so reporting the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the Arbitration Acts 1950 and 1979 and any statutory modification or re-enactment thereof for the time being in force shall not apply. The costs of the Auditors' report shall be borne by the Company.
- (F) At the expiration of the Transfer Period the Directors shall allocate the said shares to or amongst such of the said holders as shall have expressed their willingness to purchase, and in case of competition the said shares shall be allocated to the holders of shares in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares.
- (G) Upon such allocation being made, the holders to or amongst whom such allocation shall have been made shall be bound to pay the Specified Price, in the case of a transfer pursuant to a notice given pursuant to Article 7 (B), and the

Transfer Price, in the case where a Transfer Notice has been deemed to have been served in accordance with these Articles of Association, for, and to accept a transfer of, the shares so allocated to them respectively and the proposing transferor shall be bound upon payment of the Specified Price or the Transfer Price, as the case may be, to transfer such shares to the respective purchasers.

- (H) If in any case the proposing transferor, after having become bound to transfer shares as aforesaid, makes default in so doing the Company may receive the Specified Price or the Transfer Price, as the case may be, and the Directors may appoint some person to execute instruments of transfer of such shares in favour of the purchasers and shall thereupon cause the names of the purchasers to be entered in the Register of Members of the Company as the holders of the shares and shall hold the Specified Price or the Transfer Price, as the case may be, in trust for the proposing transferor. The receipt of the Company therefor shall be a good discharge to the purchasers, and after their names shall have been entered in the Register of Members of the Company in exercise of the aforesaid power the validity of the transactions shall not be questioned by any person.
- (I) If, at the expiration of the Transfer Period any of the said shares shall not have been sold in accordance with the provisions of this Article or if each of the other shareholders shall have given notice in writing to the transferor and the Company that it will not purchase any of the said shares, the proposing transferor may (subject to the provisions of Article 9) at any time within a period of ninety days after the expiration of the Transfer Period transfer the shares not so sold to any person and at any price not being less than:
 - (a) the Specified Price where the proposing transferor gives notice in accordance with Paragraph (B) of this Article 7 provided that:-
 - (i) if the Transfer Notice shall state that the intending transferor is not willing to transfer part only of the shares concerned he shall not be entitled hereunder to transfer any of such shares unless in aggregate the whole of such shares are so transferred;
 - (ii) the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer;
 - and
 - (b) The Transfer Price where a Transfer Notice has been deemed to have been served in accordance with these Articles of Association; provided that:
 - (i) the proposing transferor shall be entitled to

transfer all but not part of the said transferors holding;

(ii) the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

(J) If a member or other person entitled to transfer a share at any time attempts to deal with or dispose of the share or any interest therein otherwise than in accordance with the foregoing provisions of this Article or in any manner contrary to the provisions of Paragraphs (B) and/or (C) of Article 9 hereof, he shall be deemed immediately prior to such attempt to have served the Company with a Transfer Notice in respect of such share and the Transfer Price shall be ascertained pursuant to Paragraph (E) of this Article and the other provisions of this Article shall thereupon apply to the share and such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such attempt and the Directors shall be obliged to give notice pursuant to Paragraph (D) of this Article forthwith after the Transfer Price shall have been ascertained.

(K) The restrictions on transfer contained in this Article shall apply to all transfers or transmissions operating by law or otherwise.

8. Subject to Article 9:

(A) Where a shareholder, being an individual (hereinafter called "the deceased shareholder"), dies and his shares in the Company are not transferred (whether to his personal representatives or otherwise pursuant to Regulation 30 of Table A) in accordance with the provisions of Article 7 hereof before the expiry of the Relevant Period (as hereinafter defined), the Directors may, and on the application of any other shareholder shall, by notice in writing served on the deceased shareholder at his registered address, require that the shares in the Company held by the deceased shareholder be offered to the other shareholders at a price to be ascertained in accordance with the provisions of this Article. The personal representatives of the deceased shareholder may also at any time offer such shares to the other shareholders at such price

(B) The price for the transfer of such shares shall be either:-

(i) such price as shall be agreed for such purpose between the personal representatives of the deceased shareholder and the Directors or

(ii) in default of such agreement within a period of thirty days from the date of service of notice by the Directors under paragraph (A) hereof (or such longer

period as the said personal representatives, if any, and the Directors shall agree or, if there are no personal representatives as the Directors shall determine), such price as the Auditors of the Company for the time being shall determine in accordance with the procedure set out in paragraph (E) of Article 7 hereof.

- (C) Upon the price for the said shares being ascertained as aforesaid, the deceased shareholder shall be deemed to have served a Transfer Notice for the purpose of Article 7 hereof, the price so ascertained shall be deemed to be "the Transfer Price" for the purposes of such Article and the provisions of paragraphs (D) and (F) to (I) of such Article shall apply accordingly.
 - (D) None of the shares of a deceased shareholder shall be transferred (whether to his personal representatives or otherwise pursuant to Regulation 30 of Table A) after the expiry of the Relevant Period unless the said shares shall have been offered to other shareholders (whether following a notice by the Directors or at the instigation of the personal representatives of the deceased shareholder) in accordance with the provisions of paragraph (C) of this Article.
 - (E) For the purposes of this Article "the Relevant Period" shall mean the period of twelve months from the death of the deceased shareholder except that if probate shall not have been granted in respect of the deceased shareholder's estate before the expiry of six months after his death the Relevant Period shall mean the period from his death until the expiry of six months from the date of such grant of probate or, if shorter, the period from his death until the expiry of fifteen months from the date thereof.
9. (A) The Directors shall refuse to register a proposed transfer not made pursuant to or permitted by Article 7.
- (B) No transfer of any shares in the Company shall be made unless the proposed transferee shall have first agreed to be bound by the Shareholders' Agreement and the Directors shall not register a transfer to any person who shall not have agreed in writing to be so bound.
- (C) No shares in the Company shall be transferred to a minor and the Directors shall not register such a transfer.
- (D) Regulation 24 of Table A shall not apply.
10. The instrument of transfer of a share shall be signed by the transferor and the transferor shall be deemed to remain the holder of the share until the name of the transferee is in the register in respect thereof. In the case of a partly paid share the instrument of transfer must also be signed by the transferee. Regulation 23 of Table A shall not apply.

GENERAL MEETINGS

11. 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 deemed to be modified accordingly.
12. The Chairman at any General Meeting shall not be entitled to a second or casting vote. Regulation 50 of Table A shall not apply.
13. A resolution in writing signed by all the members of the Company entitled to receive notice of and attend and vote at a meeting of the Company or of any class of members of the Company (which resolution may consist of several documents in the like form each signed by one or more of the said members) or a resolution to which every such member has signified his approval in writing or by cable, telex or telegram, shall be as valid and effectual as if it had been passed at a meeting of the Company or of such class of members of the Company (as the case may be) duly called and constituted. In the case of a corporation the resolution may be signed or approved on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 of Table A shall not apply.

VOTES OF MEMBERS

14. Regulation 54 of Table A shall be deemed to be modified by inserting after the words "present in person" the words "or by proxy".

DIRECTORS

15. Unless otherwise determined by Ordinary Resolution, the Directors shall not be less than three and not more than twenty-one in number. Regulation 64 of Table A shall not apply.
16. A Director need not be a shareholder but shall be entitled to receive notice of and attend all General Meetings and Regulation 38 of Table A shall be deemed to be modified accordingly.
17. (A) The quorum for a meeting of the Directors shall be two Directors present throughout the meeting. Regulation 89 of Table A shall not apply.

(B) In the case of an equality of votes at any meeting of the Board of Directors, the Chairman of the meeting will have no second or casting vote. Regulation 88 of Table A shall be deemed to be modified accordingly.

(C) The third sentence in Regulation 88 of Table A shall be deemed to be deleted and the following shall be deemed to be substituted therefor:-

"Notice of meetings of the Directors shall be given to all Directors and to any alternate Directors appointed by them, whether or not they are within the United Kingdom."

(D) Regulation 73 of Table A shall not apply.

The provisions of Article 17 shall, unless the Directors otherwise agree, apply, mutatis mutandis to every Committee appointed by the Directors. Regulations 72 and 88 of Table A shall be deemed to be modified accordingly.

19. A person may be appointed a Director notwithstanding that he shall have attained the age of seventy and special notice shall not be required of any resolution appointing him or approving his appointment and no Director shall be liable to vacate his office by reason of his having attained that or any other age.

BORROWING POWERS

20. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to Section 80 of the Companies Act 1985 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.

APPOINTMENT OF DIRECTORS

21. (A) Subject as hereinafter provided and notwithstanding anything in these Articles to the contrary, Columbia Pictures Industries Inc. ("Columbia") Anglia Television Limited ("Anglia") and the English Shareholders (acting as a group in the case of the English Shareholders) (as defined in the Shareholders Agreement) shall be entitled to appoint from time to time and at all times during the term of the Shareholders' Agreement, by notice in writing to the Company any persons to be Directors of the Company provided that there shall not be at any time more Directors appointed by Columbia Anglia or the English Shareholders on the Board of Directors of the Company than in each case the Maximum Number as hereinafter defined (the "Columbia Directors" the "Anglia Directors" and the "English Shareholder Directors" respectively).
- (B) The Maximum Number shall, subject as hereinafter provided be the greater of
- (i) two, and
 - (ii) such number of directors as bears the same proportion to the total number of Directors of the Company from time to time as Columbia's, Anglia's or the English Shareholders' total (as the case may be) holding of share capital from time to time bears to the total issued share capital of the Company rounded if necessary to the nearest whole number of Directors.
- (C) Each of Columbia, Anglia and the English Shareholders (acting as a group in the case of the English Shareholders) shall be entitled to remove any Director appointed by it and, if it so desires, appoint another in his or her place, by notice in writing to the Company at any time.
- (D) Any appointment or removal of a Director by Columbia Anglia

or the English Shareholders shall have effect from the time and date as may be specified in the notice to the Company appointing or removing such Director being a date not earlier than the date of the notice.

- (E) Nothing herein shall be construed as preventing Columbia Anglia or the English Shareholders from appointing a number of Directors hereunder which is less than the Maximum Number or reducing that number to under the Maximum Number. Vacancies on the Board of Directors which may exist from time to time shall only be filled by the appointment of directors by such of Columbia Anglia and the English Shareholders as is prior to such appointment represented on the Board of Directors by a number of Directors which is less than its Maximum Number and none of Columbia Anglia or the English Shareholders shall have the power to make any appointment as a result of which the number of Directors appointed by it will exceed its Maximum Number.

ALTERNATE DIRECTORS

22. (A) Each of Columbia and Anglia may at any time appoint any person willing to act to be the alternate Director of any Columbia Director or Anglia Director respectively and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected as provided in Article 21 hereof. The same person may be appointed as alternate Director of more than one Director and in such case he shall have one vote for each such Director.
- (B) Each of the English Shareholder Directors may at any time appoint any other English Shareholder Director or, with the approval of the majority of the other Directors, any person to act as alternate Director in his place and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected as provided in Article 21 hereof. The same person may be appointed as alternate Director of more than one Director and in such case he shall have one vote for each such Director.
- (C) The appointment of an alternate Director shall ipso facto terminate on the happening of any event mentioned in Article 27 either in relation to himself or to the Director for whom or by whom he was appointed an alternate Director.

Regulations 65, 67 and 79 of Table A shall not apply.

POWERS AND DUTIES OF DIRECTORS

23. (A) The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund, scheme or arrangement or other retirement benefits scheme or life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons who are or shall have been at any time Directors or other officers or in the employment or service of the Company or

of any company which is or was a subsidiary of or associated with the Company or of the predecessors in business of the Company or of any such subsidiary or associated company of any holding company of any such other company as aforesaid or the wives, widows, families, relatives or dependants of any such persons.

- (B) The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or any such other company as aforesaid or its members, and make payments for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.
 - (C) The Directors may procure any of the matters aforesaid to be done by the Company either alone or in conjunction with any company.
 - (D) Regulation 87 of Table A shall not apply.
24. Subject to his having declared his interest in accordance with the Statutes, a Director may vote as a Director in regard to any contract or arrangement in which he is interested (other than any agreement between the Company of the one part and him of the other part) 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. Regulation 94 and 95 of Table A shall be deemed to be modified accordingly.
25. A Resolution in writing signed by all the Directors or by all the members of a Committee for the time being (which Resolution may consist of several documents in the like form each signed by one or more of the said Directors or the said members of such Committee) or a Resolution to which every such Director or every such member of a Committee has signified his approval in writing or by cable telegram or telex shall be as valid and effectual as if it had been passed at a Meeting of the Directors or of such Committee (as the case may be) duly called and constituted. For the purpose of this Article the signature or approval of an alternate Director (if any) shall suffice in place of the signature of the Director appointing him. Regulation 93 of Table A shall not apply.
26. The Directors may grant special remuneration to any Director who, being called upon, shall render any special or extra services to the Company. Such special remuneration may be payable to such Director in addition to or in substitution for his ordinary remuneration (if any) as a Director and may be made payable by a lump sum or by way of salary, or by a percentage of profits, or by any or all of those modes.

DISQUALIFICATION OF DIRECTORS

27. The office of a Director shall be vacated:-

- (a) if he is prohibited by law from being a Director; or
- (b) if a Receiving Order is made against him or he makes any arrangement or composition with his creditors; or
- (c) if he becomes a Patient for the purposes of Part VIII of the Mental Health Act 1959; or
- (d) if by notice in writing to the Company he resigns his office; or
- (e) if he is removed by an Ordinary Resolution of the Company; or
- (f) if notice is given to the Company under Clause 1(c) of the Shareholders' Agreement or under Article 21(C).

Regulation 81 of Table A shall not apply.

EXECUTIVE DIRECTORS

28. (A) The Directors may from time to time appoint one or more of their body to hold any executive office in the Company, including, inter alia, the offices of Chairman, Vice-Chairman and Managing Director, for such period and on such terms as they think fit, and (without prejudice to any claim for damages for breach of any agreement between any such person and the Company) may revoke such appointment.
- (B) Any Director holding executive office in the Company shall receive such remuneration whether by way of salary, commission or participation in profits (or partly in one way and partly in another) as the Directors may determine.
- (C) The Directors may entrust to and confer upon any Director holding executive office in the Company any of the powers exercised by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- (D) Regulation 84 of Table A shall not apply.

ASSOCIATE, SPECIAL AND LOCAL DIRECTORS

29. The Directors may from time to time appoint one or more persons to the office of Associate, Special or Local Director as they may decide. The tenure of office, scope of duties and remuneration of an Associate, Special or Local Director shall be determined from time to time by the Directors. The Directors may also from time to time (without prejudice to any claim for damages or breach of any agreement between any Associate, Special or Local Director and the Company) remove him from office and, if thought fit, appoint

another in his place. An Associate, Special or Local Director shall not be deemed to be a Director of the Company and no Associate, Special or Local Director shall be entitled to be present at any meeting of the Directors unless the Directors shall require his presence and he shall not accordingly be counted in the quorum therefor and be entitled to vote thereat.

SEAL

30. The Directors shall provide for the safe custody of the Seal and of any official Seal for use abroad pursuant to the Statutes, and such Seal shall only be used by the authority of the Directors or of a Committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be counter-signed by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose. Regulation 101 of Table A shall not apply.

INDEMNITY

31. Subject to the provisions of the Statutes, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply unless the provisions of this Article 31 are deemed void and unenforceable by a court of competent authority in which event Regulation 118 of Table A shall apply.

THE COMPANIES ACT 1985
OXFORD SCIENTIFIC FILMS LIMITED
Company No. 935140
NOTICE OF PASSING OF SPECIAL RESOLUTION
(Pursuant to s129 Companies Act 1985)

80

At a separate General Meeting of the holders of the "B" Ordinary Shares of £1 each in the capital of the above-named Company held at Lower Road, Long Hanborough, Oxon on 14th August 1987 the following Resolution was passed as an Extraordinary Resolution:-

RESOLUTION

"THAT this separate General Meeting of the holders of the "B" Ordinary Shares of £1 each in the capital of the Company hereby sanctions the passing of Resolution No. 1 set out in the Notice dated 21st July 1987 convening an Extraordinary General Meeting of the Company on 14th August 1987 (a copy of such Notice having been produced to this Meeting and signed for the purpose of identification by the Chairman thereof) and hereby sanctions each and every variation or abrogation of the rights attached to the "B" Ordinary Shares of £1 each effected thereby or necessary to give effect thereto and directs and authorises the Directors to act pursuant to such Resolution".

.....*[Signature]*.....

Director

Presontor's name, address and reference:-

Cole & Cole,
Sterling House,
19/23 High Street,
Kidlington,
Oxford,
OX5 2DH.

Ref: JP



Jp/deeds/resbosf

THE COMPANIES ACT 1985
OXFORD SCIENTIFIC FILMS LIMITED

Company No. 935140

NOTICE OF PASSING OF SPECIAL RESOLUTION

(Pursuant to s378(2) Companies Act 1985)

At an Extraordinary General Meeting of the above-named Company duly convened and held at Lower Road, Long Hanborough, Oxon on 14th August 1987 the following Resolution was passed as a Special Resolution:-

RESOLUTION

THAT the authorised share capital of the Company of £20,000 presently divided into 10,500 "A" Ordinary Shares of £1 each and 9,500 "B" Ordinary Shares of £1 each be and it is hereby reorganised and amalgamated into one class of Ordinary Shares of £1 each, that the respective special rights formerly attaching to the "A" Ordinary Shares and "B" Ordinary Shares in the Company be and are hereby extinguished and that the said "A" Ordinary Shares and "B" Ordinary Shares be redesignated accordingly so that all Ordinary Shares of £1 each in the capital of the Company shall have the same rights attaching thereto and shall rank pari passu in all respects.

.....*J. J. Jones*.....
Director

Presentor's name, address and reference:-

Cole & Cole,
Sterling House,
19/23 High Street,
Kidlington,
Oxford,
OX5 2DH.

Ref: JP



Jp/deeds/resosf3

THE COMPANIES ACT 1985

OXFORD SCIENTIFIC FILMS LIMITED

Company No. 935140

NOTICE OF PASSING OF SPECIAL RESOLUTION

(Pursuant to s378(2) Companies Act 1985)

At an Extraordinary General Meeting of the above-named Company duly convened and held at Lower Road, Long Hanborough, Oxon on 14th August 1987 the following Resolution was passed as a Special Resolution:-

RESOLUTION

THAT the Directors of the Company issue and allot the following Ordinary Shares of £1 each in the capital of the Company at a price of £22.50 per Ordinary Share of £1 each between the 1st August 1987 and 30th September 1987 notwithstanding the provisions of Article 5(A) of the Company's Articles of Association.

<u>Allottee</u>	<u>No. of Ordinary Shares of £1</u>
Anglia Television Limited	4,444
Columbia Pictures Industries Inc	7,508

.....
Director

Presenter's name, address and reference:-

Cole & Cole,
Sterling House,
19/23 High Street,
Kidlington,
Oxford,
OX5 2DH.

Ref: JP



Jp/deeds/resosf5

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THE COMPANIES ACT 1985
OXFORD SCIENTIFIC FILMS LIMITED

Company No. 935140

NOTICE OF PASSING OF SPECIAL RESOLUTION

(Pursuant to s129 Companies Act 1985)

At a separate General Meeting of the holders of the "A" Ordinary Shares of £1 each in the capital of the above-named Company held at Lower Road, Long Hanborough, Oxon on 14th August 1987 the following Resolution was passed as an Extraordinary Resolution:-

RESOLUTION

"THAT this separate General Meeting of the holders of the "A" Ordinary Shares of £1 each in the capital of the Company hereby sanctions the passing of Resolution No. 1 set out in the Notice dated 21st July 1987 convening an Extraordinary General Meeting of the Company on 14th August 1987 (a copy of such Notice having been produced to this Meeting and signed for the purpose of identification by the Chairman thereof) and hereby sanctions each and every variation or abrogation of the rights attached to the "A" Ordinary Shares of £1 each effected thereby or necessary to give effect thereto and directs and authorises the Directors to act pursuant to such Resolution".

.....*D. J. Sumner*.....

Director

Presenter's name, address and reference:-

Cole & Cole,
Sterling House,
19/23 High Street,
Kidlington,
Oxford,
OX5 2DH.

Ref: JP



Jp/deeds/resosf

G

COMPANIES FORM No. 225(1)

**Notice of new accounting reference
date given during the course of
an accounting reference period**

225(1)

Please do not
write in this
margin

Pursuant to section 225(1) of the Companies Act 1985
as amended by Schedule 13 to the Insolvency Act 1986

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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9	3	5	1	4	0
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Name of company

*	O	X	F	O	R	D	S	C	I	E	N	T	I	C	F	I	L	M	S	L	I	M	I	T	E	D
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* insert full name
of company

gives notice that the company's new accounting reference
date on which the current accounting reference period
and each subsequent accounting reference period of
the company is to be treated as coming, or as having
come, to an end is

Day Month

3	1	1	2
---	---	---	---

Note
Please read notes
1 to 4 overleaf
before completing
this form

Day Month Year

3	1	1	2	1	9	9	0
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The current accounting reference period of the company
is to be treated as ~~shortened~~[extended]† and ~~is to be
treated as having come to an end~~[will come to an end]† on

† delete as
appropriate

If this notice states that the current accounting reference period of the company is to be extended, and
reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should
be completed:

The company is a [subsidiary][holding company]† of _____

_____, company number _____

the accounting reference date of which is _____

If this notice is being given by a company which is subject to an administration order and this notice
states that the current accounting reference period of the company is to be extended AND it is to be
extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act
1985, the following statement should be completed:

An administration order was made in relation to the company on _____

and it is still in force.

Signed Shirley C. Chel Designation Co. SECRETARY Date 9 MAY '90

‡ Insert
Director,
Secretary,
Receiver,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Presentor's name address and
reference (if any):

For official Use
General Section

Post room

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COMPANIES FORM No. 386

**Notice of passing of resolution
removing an auditor**PROHIBITORY Act 1985
386Please do not
write in
this margin

Pursuant to section 386 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

[] [] [] []

935140

Name of company

* insert full name
of company

* OXFORD SCIENTIFIC FILMS LTD

gives notice that by a resolution passed at a general meeting of the company

on 24th AUGUST 1990§ insert name
and address of
removed auditor(s)

§ GRANT THORNTON CHARTERED ACCOUNTANTS

of 1, WESTMINSTER WAY,
OXFORD

Postcode: OX2 0PZ

was removed as auditor before the expiration of his term of office, with effect from

[the passing of the resolution] 0

0 delete or
complete as
appropriate24th SEPTEMBER 1990 10# Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

K. Goldie-Morris

Designation:

Date 24.09.90

Presentor's name address and
reference (if any):K. GOLDIE-MORRIS,
OXFORD SCIENTIFIC FILMS LTD
LONG HAMBOROUGH,
OXFORD,
OX7 2LDFor official Use
General Section

Post room

