

41

THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with the
requirements of the Companies Acts 1948 to 1976
on application for registration of a companyPursuant to section 15(2) of the Companies Act 1948
as amended by the Companies Act 1976Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold black lettering

Company number

1414045

Name of Company

BEGGAR'S BANQUET COMMUNICATIONS Limited*

I, Michael John Hope,
of 30, City Road,
London, EC1Y 2DE* delete if
inappropriate† Please indicate
whether you are
a Solicitor of
the Supreme
Court (or in
Scotland 'a
Solicitor')
engaged in the
formation of the
company, or
a person named
as director or
secretary of the
company in the
statement
delivered under
section 21 of the
Companies Act
1976do solemnly and sincerely declare that I am a person named as Secretary of the Company
in the statement delivered under section 21 of the Companies Act 1976
of BEGGAR'S BANQUET COMMUNICATIONS Limited*and that all the requirements of the Companies Acts 1948 to 1976
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 1835Declared at 30, City Road,
London EC1Y 2DE

the 22 JAN 1979 day of

One thousand nine hundred and

before me W J Pearce
A Commissioner for Oaths†† or Notary
Public or Justice
of the Peace or
Solicitor having
the powers
conferred on a
Commissioner
for OathsPresentor's name, address and
reference (if any)For official use
General section

Post room

THE COMPANIES ACTS 1948 to 1976.

1414045

3

COMPANY LIMITED BY SHARES.

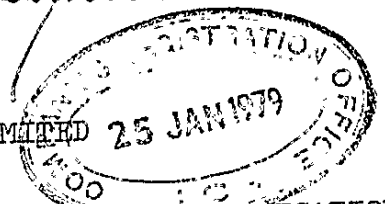


Memorandum of Association

OF

BEGGAR'S BANQUET COMMUNICATIONS LIMITED

25 JAN 1979



1. The name of the Company is BEGGAR'S BANQUET COMMUNICATIONS LIMITED.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :-
 - (A) (1) To carry on the business of a holding company and for that purpose to acquire and hold either in the name of the Company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.
 - (2) To acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations or securities by original subscription contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
 - (3) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof and to provide book-keeping, accountancy, financial management, managerial and other executive supervisory and consultant services, and to carry on business as employment business transfer and property agents and bankers.

(B) to carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects;

(C) to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company;

(D) to build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid;

(E) to borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be;

(F) to apply for and take out, purchase or otherwise acquire any patents, licences and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired;

(G) to purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stocks, bonds or securities of any other company or corporation carrying on business in any part of the world;

(H) to issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon;

(I) to invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient;

(J) to lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from and give guarantees or become security for any persons, firms or companies;

(K) to enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company;

(L) to acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company;

(M) to sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other company formed or to be formed;

(N) to establish, promote, finance or otherwise assist any other company for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company;

(O) to pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the 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 in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company;

(P) to accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company;

(Q) to draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments;

(R) to establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the Directors, ex-Directors, officers, ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid, their families, dependants or connections and to subscribe or contribute to any charitable, benevolent, or useful object of a public character;

(S) to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;

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


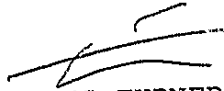
(U) to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. The share capital of the Company is £ 2000 divided into 2000 shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

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
 MICHAEL JOHN HOPE 30, City Road, London, E.C.1. Company Formation Assistant.	ONE
 ERIC CHARLES TURNER 30, City Road, London, E.C.1. Company Formation Assistant.	ONE

DATED the 22nd day of January 19 79

WITNESS to the above signatures :

JOHN REGAN
30, City Road,
London, E.C.1.



Company Search Assistant.

THE COMPANIES ACTS 1948 to 1976.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

BEGGAR'S BANQUET COMMUNICATIONS LIMITED

PRELIMINARY

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, as amended, (hereinafter referred to as "Part II of Table A"), shall apply to the Company.
2. Regulations 3, 24, 53, 75, 77, 79 and 88 of Part I of Table A in the said schedule (hereinafter referred to as "Part I of Table A") shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Part I of Table A, and regulations 2 to 5 inclusive of Part II of Table A, subject to the modifications hereinafter contained, shall constitute the regulations of the Company.

SHARES

3. The shares shall be at the disposal of the directors who may allot, grant options over, or otherwise dispose of them on such terms and in such manner as they think fit, subject to regulation 2 of Part II of Table A and to the provisions of the next following Article and provided that no shares shall be issued at a discount, except as provided by section 57 of the Act.
4. Subject to any direction to the contrary that may be given by the Company in general meeting, any original shares for the time being unissued and any new shares from time to time to be created shall, before they are issued, 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 member not accepted shall be deemed to be declined; and after the expiration of such time or on receipt of an intimation from the member to whom the notice is given that he

declines to accept the shares, the directors may dispose of the same in such manner as they think most beneficial to the Company.

5. Subject to the provisions of section 58 of the Act, any preference shares may with the sanction of a special resolution be issued upon the terms that they are or at the option of the Company are liable to be redeemed.

LIEN

6. The lien conferred by regulation 11 in Part I of Table A shall attach to fully paid up shares, and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

TRANSFER AND TRANSMISSION OF SHARES

7. (a) Any share may be transferred to a person who is already a member of the Company.

(b) Any share may be transferred by a member of the Company to the spouse, child or remoter issue or parent, brother or sister of that member, and any shares of a deceased member may be transferred by his personal representatives to any widow, widower, or any other such relative as aforesaid of such deceased member or may be transferred to or placed in the names of his or her executors or trustees.

(c) Any share standing in the names of the trustees of the will of any deceased member or of a settlement created by a member or a deceased member may be transferred upon any change of trustees to the trustees for the time being of such will or settlement or to a person to whom such member or deceased member would have been entitled to transfer the same.

8. In any such circumstances as are set out in Article 7 hereof, regulation 3 of Part II of Table A shall not apply save

(a) to ensure that the number of members shall not exceed the prescribed limit;

(b) to prevent a transfer of shares on which the Company has a lien; or

(c) to prevent a transfer of shares to any infant, bankrupt or person of unsound mind.

9. The proviso to regulation 32 of Part I of Table A shall not apply to the Company.

GENERAL MEETING

10. Every notice convening a general meeting shall comply with the provisions of section 136(2) of the Act as to giving information to members in regard to their

right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the auditor for the time being of the Company.

11. Regulation 54 in 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".

DIRECTORS

12. Unless and until the Company in general meeting shall otherwise determine, the number of directors shall be not less than one nor more than seven. If and so long as there is a sole director, such director may act alone in exercising all the powers and authorities vested in the directors. A director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

13. The first director or directors of the Company shall be the person or persons named as the first director or directors of the Company in the statement delivered under section 21 of the Companies Act 1976.

BORROWING POWERS

14. 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 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.

POWERS AND DUTIES OF DIRECTORS

15. Paragraphs (2) and (4) of regulation 84 of Part I of Table A shall not apply. A director may vote in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in estimating the quorum present at any meeting at which any such contract or arrangement is considered.

16. Any director may appoint any person approved by the board of directors to be an alternate director and such appointment shall have effect and such appointee, whilst he hold office as an alternate director, shall be entitled to receive notice of meetings of directors and to attend and vote thereat, but he shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the director appointing him and agreed between the said director and the appointee. Such appointment may be revoked at any time by the appointor or by a resolution of the directors or by an ordinary resolution of the Company in general meeting. Any appointment or revocation made under this Article shall be in writing under the hand of the director making the same.

DISQUALIFICATION OF DIRECTORS

17. The office of a director shall be vacated:-
- (a) if he resigns his office by notice in writing to the Company;
 - (b) if he becomes bankrupt or enters into any arrangement with his creditors;
 - (c) if he is prohibited from being a director by an order made under section 188 of the Act, under section 28 of the Companies Act 1976; or under section 9 of the Insolvency Act 1976;
 - (d) if he becomes of unsound mind; or
 - (e) if he is removed from office by a resolution duly passed under section 184 of the Act.

THE SECRETARY

18. The first secretary of the Company shall be the person named as the first secretary of the Company in the statement delivered under section 21 of the Companies Act 1976.


NOTICES

19. In regulation 131 of Part I of Table A, all the words after the words "a letter containing the notice" shall be omitted, and in substitution therefor there shall be inserted the words "and, if posted by pre-paid first-class mail, to have been effected at the expiration of 24 hours after the letter containing the same is posted, and, if posted by any other class of pre-paid mail, at the time at which the letter would be delivered in the ordinary course of post".


INDEMNITY

20. In addition to the indemnity contained in regulation 136 of Part I of Table A and subject to the provisions of Section 205 of the Act, every director, managing director, agent, auditor, secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS


MICHAEL JOHN HOPE
30, City Road,
London, E.C.1.

Company Formation
Assistant.


ERIC CHARLES TURNER
30, City Road,
London, E.C.1.

Company Formation
Assistant.

DATED the 22nd day of January /

19 79

WITNESS to the above signatures :

JOHN REGAN
30, City Road,
London, E.C.1.



Company Search Assistant.



Please do not
write in this
binding margin

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

* delete if
inappropriate

THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and secretary and intended situation of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Form No. 1

1

Company number

1414045

Name of Company

BEGGAR'S BANQUET COMMUNICATIONS

Limited*

The intended situation of the registered office of the company
on incorporation is as stated below

8, HOGARTH ROAD,
LONDON SW5

If the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below

X

Express Company Registrations Limited,

30, City Road,

London, EC1Y 2DE

If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement

Presenter's
reference (if any):

For official use
General section

Post room

Supplied by
Express Co. Registrations Ltd.
30 City Road, London EC1

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin

Important

The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	Michael John Hope	Business occupation	Company Formation Assistant
Former name(s) (note 3)	NONE	Nationality	BRITISH
Address (note 4)	30, City Road, London, EC1Y 2DE	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	NONE		
I hereby consent to act as director of the company named on page 1		22 JAN 1979	
Signature		Date	

Name (note 2)	Eric Charles Turner	Business occupation	Company Formation Assistant
Former name(s) (note 3)	NONE	Nationality	BRITISH
Address (note 4)	30, City Road, London, EC1Y 2DE	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	NONE		
I hereby consent to act as director of the company named on page 1		22 JAN 1979	
Signature		Date	

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	Michael John Hope
Former name(s) (note 3)	NONE
Address (notes 4 & 7)	30, City Road, London, EC1Y 2DE
I hereby consent to act as secretary of the company named on page 1	
Signature	
Date	22 JAN 1979

Signed by or on behalf of the subscribers of the memorandum*

* as required section 21(3) the Companies Act 1976

Signature [Subscriber] [Agent]† Date

† delete as appropriate

Signature [Subscriber] [Agent]† Date



CERTIFICATE OF INCORPORATION

No. 1414045

I hereby certify that

REGGAR'S BANQUET COMMUNICATIONS LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the
Company is Limited.

Given under my hand at Cardiff the **9TH FEBRUARY 1979**

A handwritten signature in dark ink, appearing to read 'E. A. Wilson'.

E. A. WILSON

Assistant Registrar of Companies

Number of } 1414045
Company }

9

The Companies Acts 1948 to 1976

COMPANY LIMITED BY SHARES

Special Resolution

(Pursuant to s. 141 (2) of the Companies Act 1948)

OF

BEGGARS BANQUET COMMUNICATIONS

LIMITED

Passed 14 November, 19 80.

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at 8 Hogarth Road, London SW5

on the 14th day of November, 1980, the subjoined SPECIAL RESOLUTION was duly passed, viz. :—

RESOLUTION

THAT Articles 7 and 8 of the existing Articles of Association of the Company be deleted and that the Article 7 on the document attached to the Notice of the meeting and signed by the Chairman be adopted as the new Article 7 and that the existing Article 9 and subsequent Articles be renumbered accordingly.

Signature

Director



To be signed
by the Chair-
man, a Direc-
tor, or the
Secretary of
the Company.

NOTE.—To be filed within 15 days after the passing of the Resolution(s).

This is the document referred to in the Special Resolution of Beggars.
Banquet Communications Ltd passed 14 November 1980.

TRANSFER OF SHARES

7. (a) The Directors may refuse to register the transfer of any share on which the Company has a lien and except where a transfer of any share is effected pursuant to the provisions of the following paragraphs of this Article the Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

(b) Before transferring any shares the person proposing to transfer the same (hereinafter called "the proposing transferor") shall give a notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and the transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned at the prescribed price (as hereinafter defined) to any member. A transfer notice once given or deemed to



have been given shall not be revocable except with the consent of all of the Directors in writing. Shares of different classes shall not be included in the same transfer notice.

(c) The Company shall offer the shares (such offer to be accepted within such period being no less than one month as the Directors shall think fit) in the first place to all the holders of shares in the capital of the Company (except the proposing transferor) pro rata as nearly as may be to the number of shares in the capital of the Company registered in the names of such holders and if the Company within the prescribed period (as hereinafter defined) shall find any member or members (hereinafter called "purchasers") willing to purchase the shares concerned or any of them and shall give notice in writing thereof to the proposing transferor he shall be bound upon payment of the prescribed price to transfer such shares to the respective purchasers thereof. Every such notice shall state the name and address of the purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than seven days nor more than twenty eight days after the date on which the prescribed price of such shares shall have been agreed or fixed as hereinafter provided.

(d) If in any case the proposing transferor, after having become bound to transfer any shares to a purchaser, shall make default in transferring such shares the Directors may authorise any one Director or the Secretary of the Company to execute on behalf of and as attorney for the proposing transferor any necessary transfers or other documents and such Director or Secretary shall then be deemed to be the agent and attorney of such proposing transferor for such purpose and the Company may receive the purchase money from the purchaser and shall upon production of the share transfer and any other necessary documents cause the name of the purchaser to be entered in 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 who shall not be bound to see to the application thereof and after the name of the purchaser has been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

(e) If the Company shall not within the prescribed period find purchasers willing to purchase all the shares, or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares or any of them, the proposing transferor, at any time within six months after the date on which the transfer notice was given or was deemed to have been given, shall be at liberty (subject only to the provisions of paragraph (a)) to transfer those shares for which the Company has not found (or has given notice that it has no prospect of finding) purchasers to any person on a bona fide sale at any price not being less than the prescribed price. Provided that the Directors may require to be satisfied in such a manner as they may specify and supported by such evidence including statutory declarations from the proposing transferor and transferee as they shall request 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 transferee and if not so satisfied the Directors may refuse to register the instrument of transfer.

(f) The expression "the prescribed period" shall mean a period of six months from the date on which the transfer notice is given or is deemed to have been given. The expression "the prescribed price" shall where applicable mean the sum per share specified in the transfer notice as the sum which the proposing transferor claims to be the fair value of the shares therein mentioned (unless the purchaser, when agreeing to purchase the shares, notifies the Company that he does not accept such sum as the fair value of the shares) and in any other case, or where the purchaser notifies non-acceptance of the price as aforesaid, shall mean the fair value of the shares to be agreed between the proposing transferor and the purchaser within seven days after the name and address of the purchaser is notified by the Company to the proposing transferor or, failing such agreement, to be determined and certified by the auditors for the time being of the Company on the application of either party or of the Company such auditors to act as experts and not as arbitrators in so determining and certifying and their decision to be final.

(g) A person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time if and when called upon by the

Directors so to do to give a transfer notice of all the shares then registered in the name of the member who is bankrupt.

(h) A person entitled to a share in consequence of the death of a member or the personal representatives of a deceased member as the case may be must before the expiration of six months from the date of such death give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death.

(i) If a member who has contracted to render services to the Company shall cease to render services under such contract for any reason (otherwise than on the expiry of a notice given by the company where the member is not in default thereunder) he shall be bound at any time if and when called upon by the Directors so to do to give a transfer notice of all the shares then registered in his name.

(j) For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or any person whom they have reasonable grounds for believing to have information concerning dealings with or interests in shares of the Company to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose and may further require such information and evidence to be in the form of a statutory declaration. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned. If such information or evidence discloses that a transfer notice ought to have been given in respect of any shares the Directors may by notice in writing require that a transfer notice be given in respect of the shares concerned.

(k) In any case where under the provisions

of these presents the Directors have made a request for a transfer notice to be given within a period of one month, such transfer notice shall be deemed to have been given at the expiration of such period and the provisions of this Article shall take effect accordingly.

1414045

10

THE COMPANIES ACTS, 1948 to 1976.

COMPANY LIMITED BY SHARES

I HEREBY CERTIFY this to be a true copy
of the Memorandum & Articles of
Association altered in accordance with
the Special Resolution passed on the
14.11.80.

DATED: 2/2/81

MCMSW

.....Director.....

Memorandum
and
Articles of Association
of

BEGGAR'S BANQUET COMMUNICATIONS LIMITED

Incorporated the 9th day of February 19 79.



HARBOTTLE & LEWIS,
34 South Molton Street,
London, W1Y 2BP

THE COMPANIES ACTS 1948 to 1976.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

BEGGAR'S BANQUET COMMUNICATIONS LIMITED

1. The name of the Company is BEGGAR'S BANQUET COMMUNICATIONS LIMITED.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :-
 - (A) (1) To carry on the business of a holding company and for that purpose to acquire and hold either in the name of the Company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.
 - (2) To acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations or securities by original subscription contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise and whether or not fully paid up, and to

subscribe for the same subject to such terms and conditions (if any) as may be thought fit.

- (3) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof and to provide book-keeping, accountancy, financial management, managerial and other executive supervisory and consultant services, and to carry on business as employment business transfer and property agents and bankers.
- (B) To carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects.
- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purpose of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company.
- (D) To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid.
- (E) To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon

the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge, or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be.

- (F) To apply for and take out, purchase or otherwise acquire any patents, licences and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired.
- (G) To purchase, subscribe for or otherwise acquire and hold, and deal with any shares, stocks, debentures, debenture stocks, bonds or securities of any other company or corporation carrying on business in any part of the world.
- (H) To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon.
- (I) To invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient.
- (J) To lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from and give guarantees or become security for any persons, firms or companies.
- (K) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

- (L) To acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- (M) To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other company formed or to be formed.
- (N) To establish, promote, finance or otherwise assist any other company for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (O) To pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the 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 in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company.
- (P) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.
- (Q) To draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments.
- (R) To establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the Directors, ex-Directors, officers, ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions,

gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid, their families, dependants or connections and to subscribe or contribute to any charitable, benevolent, or useful object of a public character.

- (S) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (T) To do all or any any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees, or otherwise.
- (U) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4. The liability of the members is limited.

5. The share capital of the Company is £2,000 divided into 2,000 shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any pre-ferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

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.
MICHAEL JOHN HOPE, 30, City Road, London, E.C.1. Company Formation Assistant.	ONE
ERIC CHARLES TURNER, 30, City Road, London, E.C.1. Company Formation Assistant.	ONE

DATED the 22nd day of January, 1979.

WITNESS to the above signatures :-

JOHN REGAN,
30, City Road,
London, E.C.1.

Company Search
Assistant.

THE COMPANIES ACTS 1948 to 1976.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

BEGGAR'S BANQUET COMMUNICATIONS LIMITED

(As altered by Special Resolution
passed on the 14th day of November
1980)

PRELIMINARY

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, as amended, (hereinafter referred to as "Part II of Table A"), shall apply to the Company.

2. Regulations 3, 24, 53, 75, 77, 79 and 88 of Part I of Table A in the said schedule (hereinafter referred to as "Part I of Table A") shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Part I of Table A, and regulations 2 to 5 inclusive of Part II of Table A, subject to the modifications hereinafter contained, shall constitute the regulations of the Company.

SHARES

3. The shares shall be at the disposal of the Directors who may allot, grant options over, or otherwise dispose of them on such terms and in such manner as they think fit, subject to regulation 2 of Part II of Table A and to the provisions of the next following Article and provided that no shares shall be issued at a discount, except as provided by section 57 of the Act.

4. Subject to any direction to the contrary that may be given by the Company in general meeting, any original shares for the time being unissued and any new shares from time to time to be created shall, before they are issued, 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 shall be deemed to be declined; and after the expiration of such time or on receipt of an intimation from the member to whom the notice is given that he declines to accept the shares, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

5. Subject to the provisions of section 58 of the Act, any preference shares may with the sanction of a special resolution be issued upon the terms that they are or at the option of the Company are liable to be redeemed.

LIEN

6. The lien conferred by regulation 11 in Part I of Table A shall attach to fully paid up shares, and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

TRANSFER OF SHARES

7. (a) The Directors may refuse to register the transfer of any share on which the Company has a lien and except where a transfer of any share is effected pursuant to the provisions of the following paragraphs of this Article the Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

(b) Before transferring any shares the person proposing to transfer the same (hereinafter called "the proposing transferor") shall give a notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and the transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned at the prescribed price (as hereinafter defined) to any

member. A transfer notice once given or deemed to have been given shall not be revocable except with the consent of all of the Directors in writing. Shares of different classes shall not be included in the same transfer notice.

(c) The Company shall offer the shares (such offer to be accepted within such period being no less than one month as the Directors shall think fit) in the first place to all the holders of shares in the capital of the Company (except the proposing transferor) pro rata as nearly as may be to the number of shares in the capital of the Company registered in the names of such holders and if the Company within the prescribed period (as hereinafter defined) shall find any member or members (hereinafter called "purchasers") willing to purchase the shares concerned or any of them and shall give notice in writing thereof to the proposing transferor he shall be bound upon payment of the prescribed price to transfer such shares to the respective purchasers thereof. Every such notice shall state the name and address of the purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than seven days nor more than twenty eight days after the date on which the prescribed price of such shares shall have been agreed or fixed as hereinafter provided.

(d) If in any case the proposing transferor, after having become bound to transfer any shares to a purchaser, shall make default in transferring such shares the Directors may authorise any one Director or the Secretary of the Company to execute on behalf of and as attorney for the proposing transferor any necessary transfers or other documents and such Director or Secretary shall then be deemed to be the agent and attorney of such proposing transferor for such purpose and the Company may receive the purchase money from the purchaser and shall upon production of the share transfer and any other necessary documents cause the name of the purchaser to be entered in 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 who shall not be bound to see to the application thereof and after the name of the purchaser has been entered in the register in purported exercise of the aforesaid powers

the validity of the proceedings shall not be questioned by any person.

(e) If the Company shall not within the prescribed period find purchasers willing to purchase all the shares, or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares or any of them, the proposing transferor, at any time within six months after the date on which the transfer notice was given or was deemed to have been given, shall be at liberty (subject only to the provisions of paragraph (a)) to transfer those shares for which the Company has not found (or has given notice that it has no prospect of finding) purchasers to any person on a bona fide sale at any price not being less than the prescribed price. Provided that the Directors may require to be satisfied in such a manner as they may specify and supported by such evidence including statutory declarations from the proposing transferor and transferee as they shall request 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 transferee and if not so satisfied the Directors may refuse to register the instrument of transfer.

(f) The expression "the prescribed period" shall mean a period of six months from the date on which the transfer notice is given or is deemed to have been given. The expression "the prescribed price" shall where applicable mean the sum per share specified in the transfer notice as the sum which the proposing transferor claims to be the fair value of the shares therein mentioned (unless the purchaser, when agreeing to purchase the shares, notifies the Company that he does not accept such sum as the fair value of the shares) and in any other case, or where the purchaser notifies non-acceptance of the price as aforesaid, shall mean the fair value of the shares to be agreed between the proposing transferor and the purchaser within seven days after the name and address of the purchaser is notified by the Company to the proposing transferor or, failing such agreement, to be determined and certified by the auditors for the time being of the Company on the application of either party or of the Company such auditors to act as experts and not as arbitrators in so determining and certifying and their decision to be final.

(g) A person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time if and when called upon by the Directors so to do to give a transfer notice of all the shares then registered in the name of the member who is bankrupt.

(h) A person entitled to a share in consequence of the death of a member or the personal representatives of a deceased member as the case may be must before the expiration of six months from the date of such death give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death.

(i) If a member who has contracted to render services to the Company shall cease to render services under such contract for any reason (otherwise than on the expiry of a notice given by the Company where the member is not in default thereunder) he shall be bound at any time if and when called upon by the Directors so to do to give a transfer notice of all the shares then registered in his name.

(j) For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or any person whom they have reasonable grounds for believing to have information concerning dealings with or interests in shares of the Company to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose and may further require such information and evidence to be in the form of a statutory declaration. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned. If such information or evidence discloses that a transfer notice ought to have been given in respect of any shares the Directors may by

notice in writing require that a transfer notice be given in respect of the shares concerned.

(k) In any case where under the provisions of these presents the Directors have made a request for a transfer notice to be given within a period of one month, such transfer notice shall be deemed to have been given at the expiration of such period and the provisions of this Article shall take effect accordingly.

8. The proviso to regulation 32 of Part I of Table A shall not apply to the Company.

GENERAL MEETING

9. Every notice convening a general meeting shall comply with the provisions of section 136 (2) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the auditor for the time being of the Company.

10. Regulation 54 in 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".

DIRECTORS

11. Unless and until the Company in general meeting shall otherwise determine, the number of Directors shall be not less than one nor more than seven. If and so long as there is a sole director, such director may act alone in exercising all the powers and authorities vested in the directors. A director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

12. The first director or directors of the Company shall be the person or persons named as the first director or directors of the Company in the statement delivered under section 21 of the Companies Act 1976.

BORROWING POWERS

13. 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 to issue debent-

ures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

14. Paragraphs (2) and (4), of regulation 84 of Part I of Table A shall not apply. A director may vote in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in estimating the quorum present at any meeting at which any such contract or arrangement is considered.

15. Any Director may appoint any person approved by the Board of Directors to be an alternate Director and such appointment shall have effect and such appointee, whilst he hold office as an alternate director, shall be entitled to receive notice of meetings of directors and to attend and vote thereat, but he shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the Director appointing him and agreed between the said Director and the appointee. Such appointment may be revoked at any time by the appointor or by a resolution of the Directors or by an ordinary resolution of the Company in general meeting. Any appointment or revocation made under this Article shall be in writing under the hand of the Director making the same.

DISQUALIFICATION OF DIRECTORS

16. The office of a director shall be vacated :-

(a) if he resigns his office by notice in writing to the Company;

(b) if he becomes bankrupt or enters into any arrangement with his creditors;

(c) if he is prohibited from being a Director by an order made under section 188 of the Act, under section 28 of the Companies Act 1976; or under section 9 of the Insolvency Act 1976;

(d) if he becomes of unsound mind; or

(e) if he is removed from office by a resolution duly passed under section 184 of the Act.

THE SECRETARY

17. The first Secretary of the Company shall

c/o 17-19 Alma Road,
London SW18

1414045 /

17

BEGGARS BANQUET COMMUNICATIONS LIMITED,
17-19 Alma Road,
London SW18

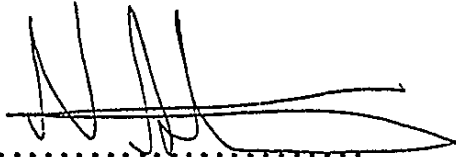
23rd May 1983.

WM

Dear Sirs,

We write to confirm the oral agreement made between us on 1st July 1979 whereby we agreed to sell and you agreed to purchase from us 11,970 shares of £1 each in Beggars Banquet Limited in exchange for the allotment to us of a total of 100 £1 shares in your company credited as fully paid up and divided equally between us.

Yours faithfully,



.....
NICHOLAS AUSTIN



.....
MARTIN CHARLES MILLS

ACCEPTED AND AGREED
For and on behalf of
BEGGARS BANQUET COMMUNICATIONS LIMITED



.....



Shears & Partners

Chartered Accountants

9 Cavendish Square, London W1M 9DD

Telephone: 01-631 5272

Telex: 266837 ACCTS.

John M Sanders
Ian M Joyce
Robert Cooper
Stephen H Sacks
Akshey K Dubé
Laurence M Benson

Consultant:
Peter S Walker

Your Ref.

Our Ref.

SHS/HF/2999

Date 30th June 1985

The Members of
Beggars Banquet Communications Limited
17/19 Alma Road
London SW18

1414045

JS.

Dear Sirs,

BEGGARS BANQUET COMMUNICATIONS LIMITED

Please accept this letter as our formal resignation as auditors to the above named Company.

We confirm that in accordance with Section 16 Companies Act 1976 there are no matters regarding our resignation which are necessary to be brought to the attention of either the members or creditors of the Company.

Yours faithfully,

Shears & Partners

SHEARS & PARTNERS



COMPANY NUMBER 1414045

COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

BEGGARS BANQUET COMMUNICATIONS LIMITED

At an Extraordinary General Meeting of the above-named company duly held and convened at Hanover House, 14 Hanover Square, London W1R 0BE on the *28th* day of *March* 1992 the following Resolutions were passed as a Special Resolutions of the Company.

SPECIAL RESOLUTIONS

THAT:

1. The 100 ordinary shares of £1 each held by Hal Nominees Limited and the 100 ordinary shares of £1 each held by Martin Mills be converted to 'B' ordinary shares ('the B Shares') and 'A' ordinary shares ('the A Shares') respectively.
2. A new article 5A be inserted into the Articles of Association of the Company in the following terms:-

"5A(i) The 'B' Shares shall have the following rights and shall be subject to the following restrictions:-

- (a) The 'B' Shares shall carry no votes
- (b) The 'B' Shares shall be entitled to a return of capital at par on a winding up prior to any payment of capital in respect of the 'A' Shares but subject thereto shall not be entitled to participate in any return of capital on a winding up
- (c) The 'B' Shares shall be entitled to any distribution by way of dividend in specie comprising the whole or part of the Company's holdings of 152 ordinary shares of £1 each in Musicalc Systems Limited and 76 ordinary shares of £1 each and 1,931,333 preferred ordinary shares of £1 each in Coda Records Limited but shall not otherwise be entitled to any dividend or other participation in the profits of the Company"



73/1

3. There is a new Article 5B to be inserted in the Articles of Association of the Company in the following terms:-

- "5B(i) The 'A' Shares shall confer upon their holders one vote for each 'A' share held by them
- B(ii) On a winding up the 'A' Shares shall be entitled to participate in all distributions of capital subject as provided in article 5(A)(i)(b) hereof
- B(iii) The 'A' Shares shall be exclusively entitled to participate in all dividends and other distributions of profit of the Company subject as provided in Article 5A(i)(c) hereof"

Dated this 20. day of March 1992

M. M. M.
.....
Director

G

COMPANIES FORM No. 244

244

Notice of claim to extension of period allowed for laying and delivering accounts —oversea business or interests

Please do not write in this margin

Pursuant to section 244 of the Companies Act 1985 as inserted by section 11 of the Companies Act 1989

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

To the Registrar of Companies
(Address overleaf)

Company number

1414045

Name of company

*Insert full name of company

• Beggars Banquet Communications Limited

†Delete as appropriate

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending] [which ended on]†

Day Month Year

3	1	1	2	1	9	9	1
---	---	---	---	---	---	---	---

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

Signed

Designation: Director/Secretary Date: 23.10.92

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 244(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 244(1).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 244(1).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0	5	0	4	1	9	8	5
---	---	---	---	---	---	---	---

Presentor's name, address, telephone number and reference (if any):
Russell Bedford House,
City Forum,
250 City Road,
London, EC1V 2QQ
Ref : JG/lsg

For official use
General Section

Post room

COMPANIES REGISTRY
24 OCT 1992
M 57

G

COMPANIES FORM No. 244

244

Notice of claim to extension of period allowed for laying and delivering accounts —oversea business or interests

Please do not write in this margin

Pursuant to section 244 of the Companies Act 1985 as inserted by section 11 of the Companies Act 1989

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

To the Registrar of Companies
(Address overleaf)

Company number

1414045

Name of company

• BEGGARS BANQUET COMMUNICATIONS LIMITED

*Insert full name of company

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending] [which ended on]†

†Delete as appropriate

Day Month Year

3 1 1 2 1 9 9 2

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

Signed

McNill

Designation‡

DIRECTOR

Date

25/10/93

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 244(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 244(1).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 244(1).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0 5 0 4 1 9 8 5

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

Hubert Fine
Russell Bedford House
City Forum
250 City Road
London
EC1V 2QQ

For official use
General Section

Post room

