



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 2944409

The Registrar of Companies for England and Wales hereby certifies that
ARLINGTON PRODUCTIONS LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 30th June 1994

VJKondnick
MRS V. K. KONDNICK

For the Registrar of Companies



C O M P A N I E S H O U S E

Statutory Declaration of compliance with requirements on application for registration of a company

12

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use

For official use

Name of company

* ARLINGTON PRODUCTIONS LIMITED

I, Kevin Francis

of Pinewood Studios, Iver Heath, Buckinghamshire, SLO ONH, England

do solemnly and sincerely declare that I am a ~~[Solicitor engaged in the formation of the company]~~
(person named as director ~~or secretary~~ of the company in the statement delivered to the registrar
under section 10(2))† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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 52 Packhorse Road
Gerrards Cross Buckinghamshire

Declarant to sign below

the 21st day of June
One thousand nine hundred and ninety-two
before me Rosemary Moore

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

Rosemary Moore,
Orchhill Chambers
52, Packhorse Road
Gerrards Cross,
Bucks. SL9 8EQ
Solicitor.

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

Wildman & Battell,
Bridge House,
181 Queen Victoria Street,
LONDON, EC4V 4DD.

For official Use

New Companies Section

Post room



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C O M P A N I E S H O U S E

10

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

This form should be completed in black.

CN

For official use ☐

Company name (in full)

ARLINGTON PRODUCTIONS LIMITED

Registered office of the company on
incorporation.

RO

22 New Quebec Street,

Post town London,

County/Region

Postcode W1H 7DE

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.

☐

K1B692CI

KLO/RECEIPT DATE:23/06/94

Name

RA

WILDMAN & BATTELL LTD
BRIDGE HOUSE

181 QUEEN VICTORIA STREET
LONDON EC4V 4DD
TEL: 071 248 2387

Post town

County/Region

Postcode

Number of continuation sheets attached

☐

To whom should Companies House
direct any enquiries about the
information shown in this form?

WILDMAN & BATTELL LTD
BRIDGE HOUSE
181 QUEEN VICTORIA STREET
LONDON EC4V 4DD
TEL: 071 248 2387

Postcode

Telephone

Extension

Company Secretary (See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS	Ms
	Annette Marie
	Pearse
	N.A.
	N.A.
	N.A.
AD	5 Bruce Close,
	Windsor Meadows,
Post town	Cippenham, Slough,
County/Region	Berkshire,
Postcode	SL1 9AS
Country	England
I consent to act as secretary of the company named on page 1	
Signed	A.M. Pearse .
Date	17.06.1994

Directors (See notes 1 - 5)
Please list directors in alphabetical order.

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD	Mr
	Kevin
	Francis
	N.A.
	N.A.
	N.A.
AD	Pinewood Studios,
Post town	Iver Heath,
County/Region	Buckinghamshire,
Postcode	SLO ONH
Country	England
DO	3 0 0 1 4 9
Nationality	NA British
OC	Television Executive
OD	See attached schedule
I consent to act as director of the company named on page 1	
Signed	Francis
Date	17.06.1994

Directors (continued)

(See notes 1 - 5)

Name *Style/Title
 *Forenames
 Surname
 *Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth
Business occupation
Other directorships

* Voluntary details

Consent signature

CD

AD

Post town

County/Region

Postcode

Country

DO

OC

OD

NA

I consent to act as director of the company named on page 1

Signed

Date

Delete if the form
is signed by the
subscribers.

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

For And On Behalf Of
WILDMAN & BATTELL LIMITED
Signature of agent on behalf of all subscribers Date 17.6.94

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

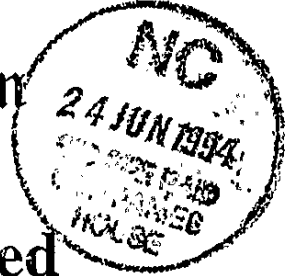
Signed

Date

PRIVATE COMPANY LIMITED BY SHARES

cl £50

Memorandum of Association
OF
Arlington Productions Limited



1. The name of the Company is "ARLINGTON PRODUCTIONS LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:
 - (A) To carry on business as television programme makers, film makers, producers, directors and technicians of every description; to carry on the business of motion picture and television producers, and for these purposes to construct or acquire studios, offices, locations, properties, apparatus, scenery, sound-recording apparatus, lighting apparatus and all other apparatus and machinery for the production of motion pictures and television programmes; to produce, arrange, direct and otherwise deal in and with television films, cine films, cartoons, documentaries and films of every description including all forms and methods of electronic reproduction; to act as agents and managers of actors and actresses, and to enter into contracts and other arrangements with persons having dealings with the Company, on such terms and for such lengths of time as the Company may deem fit; to develop, experiment and carry on any research for the improvement of motion pictures, colour photography, sound reproduction, electronic reproduction, television and any other process tending to improve motion pictures or any other entertainment or communications; to carry on the business of motion picture and television renters, licensors and exhibitors, and for that purpose to construct, build, acquire, or adapt cinemas or other buildings suited to such exhibition; to obtain all necessary powers and licences for the exhibition of such exhibitions and such other meetings and amusements as can conveniently be

13102
WILDMAN & PARTNERS LTD
BRIDGE WALK
181 QUEEN VICTORIA STREET
LONDON EC4V 4DD
TEL: 071 246 2267



RECEIPT DATE: 23/06/94

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had or provided in the premises of the Company; to hire out equipment, personnel, apparatus and machinery in connection with the production of motion pictures and television programmes; and to provide technical services of every description; and to carry on any other trade or business of a like nature.

- (B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to the general business of the Company.
- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (D) To erect, construct, lay down, enlarge, alter and maintain any shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To acquire by original subscription, tender, purchase or otherwise and hold, sell, deal with or dispose of any Shares, Stocks, Debentures, Debenture Stocks, Bonds, Obligations and Securities, guaranteed by any Company constituted or carrying on business in any part of the world and Debentures, Debenture Stock, Bonds, Obligations and Securities guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (F) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (G) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (H) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and

to guarantee the liabilities, obligations and contracts of customers and others, and the dividends, interest and capital of the shares, stocks or securities of any company of or in which this Company is a member or is otherwise interested.

- (I) To receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (J) To apply for, purchase or otherwise acquire and hold any patents, brevets d'invention, licences, concessions, copyrights, and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights, information so acquired.
- (K) To take part in the formation, management, supervision or control of the business or operation of any Company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants or experts or agents.
- (L) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (M) To transact or carry on any kinds of agency business and generally to undertake and carry on all such operations and transactions (except assurance business within the meaning of the Insurance Companies Act, 1982, as amended from time to time) as an individual person may undertake and carry out.
- (N) To establish or promote or concur in establishing or promoting any other Company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire, hold, dispose of shares, stocks, securities and guarantee the payment of the dividend, interest or capital of any shares, stocks or securities issued by or any other obligations of any such Company.
- (O) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable instruments.
- (P) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (Q) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend

repayment of capital, voting or otherwise, 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.

- (R) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stocks or securities so acquired.
- (S) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stocks or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.
- (T) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (U) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (V) To grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.
- (W) To aid in the establishment and support of any schools and any educational, scientific, literary, religious or charitable institutions

or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.

- (X) 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, 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.
- (Y) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (Z) To do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraphs or the order in which the same occur.

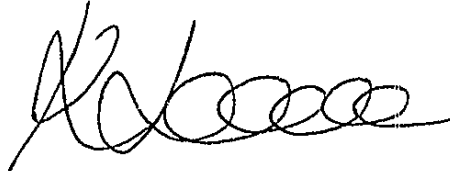
4. The liability of the Members is limited.

5. The Share Capital of the Company is £5,000 divided into 5,000 Shares of £1 each.

WE, the several persons whose names, addresses and descriptions 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



WILDMAN & BATTELL LIMITED,
Bridge House,
181, Queen Victoria Street,
London.
EC4V 4DD

ONE

K. Skeoch on behalf of Wildman & Battell Limited.



SAME-DAY COMPANY SERVICES LIMITED,
Bridge House,
181, Queen Victoria Street,
London.
EC4V 4DD

ONE

J. Wildman on behalf of Same-Day Company Services Limited.

Dated this 17th day of June, 1994.

WITNESS to the above signatures -



VALERIE WILSON,
47, Mortimer Road,
East Ham,
London.
E6 3QP

Secretary.

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association
OF
Arlington Productions Limited

TABLE A

1. (A) Save in so far as they are excluded or varied hereby the Regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter called "Table A") shall apply to the Company
- (B) In these Articles the expression "the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force
- (C) Where the context permits words importing one gender shall be treated as importing any gender and words importing individuals shall be treated as importing corporations and vice versa the singular shall include the plural and references to the whole shall include references to the parts thereof

THE CAPITAL

2. The Share Capital of the Company at the date of the adoption of these Articles of Association is £5,000 divided into 5,000 Ordinary Shares of £1 each

3. (A) SUBJECT TO any direction to the contrary given by the Company in General Meeting either generally or in any particular case all of the unissued Shares of the Company at the date of the adoption of these Articles shall be under the control of the Directors who may (SUBJECT TO Section 80 of the Act and to paragraph (C) of this Article 3) grant options over all or otherwise dispose of the same to such persons on such terms and on such conditions as the Directors may think fit
- (B) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company



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KLO RECEIPT DATE: 23/06/94

- (C) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into Shares of the Company up to the amount of the authorised Share Capital at the date of adoption of these Articles at any time or times during the period of five (5) years from the date of adoption of these Articles and the Directors may after that period allot any Shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (SUBJECT TO the said Section 80) be renewed revoked or varied by Ordinary Resolution of the Company in General Meeting

4. In Regulation 8 of Table A the words "(not being a fully paid share)" shall be omitted

TRANSFER AND TRANSMISSION OF SHARES

5. (A) Regulations 24 to 30 (inclusive) of Table A shall not apply to the Company and in Regulation 23 of Table A the words "and unless the share is fully paid by or on behalf of the transferee" shall be omitted
- (B) No Share or any interest therein may be transferred whether by way of sale or otherwise EXCEPT in accordance with the following provisions of this Article 5 and the Directors shall only register a transfer of Shares in the capital of the Company in the circumstances permitted in this Article 5
- (1) Any Member wishing to transfer part or all of the Shares held by him or any interest therein (hereinafter called "the Transferor") shall first give a notice in writing (hereinafter called a "Sale Notice") to the Directors specifying the number and class of Shares which the Transferor wishes to sell ("the Sale Shares") which Notice shall constitute the Directors the agent of the Transferor for the sale of the Sale Shares at the Fair Price (as defined in paragraph (F) of this Article 5) and otherwise in accordance with the provisions of this Article 5. A Sale Notice may impose a Total Transfer Condition (namely a condition that unless all the Sale Shares are sold none may be sold) BUT in the absence of such a statement the Sale Notice shall be deemed not to contain a Total Transfer Condition. A Sale Notice shall also specify whether or not the Transferor has received a bona fide offer from a third party for the Sale Shares and if so the identity of such third party and the price offered
- (2) The Transferor shall have the right to revoke his Sale Notice within seven (7) days of the date of the auditors certificate referred to in paragraph (F) of this Article 5 but not otherwise
- (3) Within seven (7) days after the determination of the Fair Price (PROVIDED the Sale Notice has not been revoked by the Transferor) the Sale Shares shall be offered for purchase at the Fair Price by the Directors to the remaining Members (and if more than one (1) in proportion as nearly as may be to the number of Shares already held by him). Such offer shall be deemed to be declined if not accepted within one (1) calendar month

(4) If the Directors shall within the applicable time limits referred to in sub-paragraph (3) of this paragraph (B) have received acceptances from the remaining Members for some or all of the Sale Shares (PROVIDED ALWAYS that if the Sale Notice contained a Total Transfer Condition acceptances shall only be valid if received from Members for all the Sale Shares) they shall give notice thereof to the Transferor which notice shall provide that the parties shall be bound to complete the sale and purchase of the Sale Shares within seven (7) days. If for any reason the Transferor shall fail to complete any transfer of the Sale Shares the Directors shall be entitled by Resolution to appoint some person (who may be a Director of the Company) to execute as attorney for the Transferor a transfer of the said Sale Shares in favour of the purchaser. The Company may receive the purchase money for such Shares and upon the execution of such last mentioned transfer the Company shall hold such purchase money in trust for the Transferor. The receipt by the Directors of the purchase money shall be a good discharge to the transferee for the Sale Shares and once the name of the transferee shall have been entered into the Register of Members the validity of the proceedings shall not be questioned by any person

(5) If the Transferor shall not within the appropriate time limits have found Members agreeing to purchase all of the Sale Shares the Transferor shall be entitled within one (1) calendar month to sell the Sale Shares for which no purchaser has been found or if a Total Transfer Condition applies all (BUT not some only) of the Sale Shares to any person at a price which is not less than the Fair Price provided that the sale is bona fide and on an arm's length basis and the terms of payment of the purchase price are no more favourable to the purchaser than those previously rejected

- (C) NOTWITHSTANDING the provisions contained in paragraph (B) of this Article 5 any Share may be transferred at any time by any Member with the consent in writing of all other Members for the time being in the Company
- (D) NOTWITHSTANDING the provisions contained in paragraph (B) of this Article 5 in the case of a Corporate Member all (BUT not some only) of the Shares held by that Member may be transferred to any company which is for the time being a member of the same group on terms that it shall prior to ceasing to be a member of the same group as the original Corporate Member transfer those Shares to some other company which is still a member of the same group. For the purpose of this paragraph (D) a "group" shall consist of a holding company (as defined by Section 736 of the Act) and each company which is a wholly owned subsidiary of it (as so defined)
- (E) Upon the death of a Member that Member's Shares may be transferred to the Trustees of a will trust to be dealt with in accordance with the terms thereof. SAVE AS aforesaid if a Member dies or becomes of unsound mind and is the subject of an order by any court having jurisdiction in lunacy or becomes bankrupt or being a company goes into liquidation (OTHERWISE THAN for the purpose of amalgamation or reconstruction) the Shares in the capital of the Company standing in the name of any such Member on the

- happening of any of the said events shall be at the disposal of the Directors who may within three (3) months of the learning of the happening of any such event nominate some person (who may be a Director of the Company) to purchase such Shares at the Fair Price (to be determined in the manner provided for in paragraph (F) of this Article 5) and the Directors shall be entitled by resolution of the Board to appoint some person (who may be a Director) to execute as Attorney for such Member a transfer of such Shares in favour of the purchaser. The Company may receive the purchase money for such Shares and upon the execution of such transfer the Company shall hold such purchase money in trust for the legal personal representatives receiver committee curator bonus (or other person in the nature of a receiver committee or curator bonus) or trustee in bankruptcy or Liquidator as the case may be. The receipt of the Company for the purchase money shall be a good discharge to the transferee of the said Shares and after the name of the transferee shall have been entered in the Register of Members of the Company in pursuance of the aforesaid provisions the validity of the proceedings shall not be questioned by any person. If the Directors shall not within three (3) months of learning of such event as aforesaid have nominated some person to purchase the Shares of any Member so dying becoming insane becoming bankrupt or going into liquidation as aforesaid the legal personal representatives receiver committee curator bonus (or other person in the nature of a receiver committee or curator bonus appointed by such court as aforesaid) or trustee in bankruptcy or Liquidator as the case may be shall be entitled to sell such Shares to any person at a price and the Directors shall be bound to register any transfer or transfers to give effect to such sale
- (F) The Fair Price of the Shares for the purposes of this Article 5 shall be determined by agreement between the Transferor (or in the case of his death or bankruptcy his personal representative or trustee in bankruptcy as appropriate) and the Directors BUT in default of agreement within one (1) calendar month shall be certified and calculated by the auditors of the Company from time to time on the basis of a sale between a willing seller and a willing purchaser of the Shares so offered taking into account any bona fide offer from any person (not being a Member) to purchase any of the Shares and disregarding whether the Shares constitute a majority or a minority holding. In so certifying the auditors shall act as experts and not as arbitrators and their decision shall be final and binding upon the parties. The cost of obtaining a certificate pursuant to this paragraph (F) shall be borne as to one half (1/2) by the Transferor (or his estate) and as to one half (1/2) by the Company

GENERAL MEETING

6. A poll may be demanded by the Chairman or any Member present in person or by proxy and entitled to vote and Regulation 47 of Table A shall be modified accordingly

7. Regulation 50 of Table A shall not apply to the Company

DIRECTORS

8. Regulations 73 to 77 (inclusive) and Regulation 80 of Table A shall not apply to the Company

9. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than two (2) and shall not be more than ten (10)

10. Any Director may at any time and from time to time appoint any other Director to be his alternate or may SUBJECT TO the approval of the majority of Directors present appoint any other person to be his alternate and may at any time remove any such alternate and (SUBJECT TO approval by the other Directors as aforesaid) appoint another in his place. An alternate shall not be entitled to receive any remuneration from the Company nor in his own right to appoint an alternate nor shall it be necessary for him to acquire or hold any qualification but he shall be entitled (SUBJECT TO his giving to the Company an address within the United Kingdom at which notices may be served on him) to receive notice of meetings of the Directors and in the absence of the Director appointing him to attend and vote as a Director at any such meeting and generally to exercise all the powers rights duties and authorities of the Director appointing him. A Director who is also an alternate shall be entitled in addition to his own vote to a separate vote on behalf of the Director he is representing. An alternate may be removed from office by a resolution of the Board and shall ipso facto cease to be an alternate if his appointor ceases for any reason to be a Director. Every person acting as an alternate shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. All appointments and removals made in pursuance of this Article 10 shall be in writing under the hand of the Director making the same and shall be sent to or left at the Registered Office. Regulations 65 to 69 (inclusive) of Table A shall not apply to the Company

11. SUBJECT TO his disclosing the nature of his interest a Director may notwithstanding his interest vote in respect of any contract or arrangement in which he is interested and may be counted in the quorum present at any Meeting. Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company

12. WITHOUT PREJUDICE to the general powers conferred by Table A and without in any way limiting the same it is hereby expressly declared that the Directors shall within the limits permitted by the Memorandum of Association have the following powers that is to say power:

- (A) To apply the funds of the Company in making payments for such charitable or benevolent or public or useful purposes as they shall think fit and in making payments to any persons whether gratuitous or otherwise as they shall think fit;
- (B) To apply the funds of the Company in payment of pensions allowances gratuities and bonuses to persons who are or have been Directors or employees of the Company or its predecessors in business or the dependants of such persons and in making grants to any trusts established for the purposes of providing or helping to provide such pensions allowances gratuities and bonuses as aforesaid

12.

13. Paragraph (e) of Regulation 81 of Table A shall be omitted and the following paragraph shall be inserted in its stead:

"(e) Shall be required to resign his office by notice in writing lodged at the Registered Office signed by the holder or holders of not less than three-fourths (3/4) of the nominal value of the issued Shares of the Company"

14. If the Company shall be or become subject to the provisions of Section 293 of the Act then any person may be appointed or elected as a Director whatever may be his age and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy (70) or any other age

15. Questions arising at any meeting of the Directors shall be determined only by resolution and no such resolution shall be effective unless called by a majority of votes and in the case of equality of votes the Chairman of the Meeting shall not have a second or casting vote

16. Unless otherwise agreed in writing by the Director in question it shall be necessary to give at least seven (7) clear days notice of a proposed meeting of Directors to a Director who is in the United Kingdom and at least fourteen (14) clear days notice of a proposed meeting of Directors to a Director who is absent from the United Kingdom (UNLESS a Director shall be permanently resident outside of the United Kingdom in which case only seven (7) clear days notice shall be required to be given). FOR THE AVOIDANCE OF DOUBT it shall be obligatory in respect of all notices to be served on a Director in the United Kingdom that such notices be served on each Director at his known (or last known) permanent address and in respect of all any notices to be served on a Director outside of the United Kingdom that such notices be served on such Director at his known (or last known) whereabouts outside the United Kingdom and that such notices served on a Director outside of the United Kingdom shall be served only by hand or by facsimile transmission (UNLESS a Director shall be permanently resident outside of the United Kingdom in which event notice may be given in the manner prescribed as if such Director was in the United Kingdom). Regulation 88 of Table A shall be treated as modified accordingly

INDEMNITY

17. (A) 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 144 or Section 727 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 paragraph (A) shall only have effect in so far as its provisions are not avoided by Section 310 of the Act
- (B) The Directors shall have the power to purchase and maintain for any Director insurance against any such liability as is referred to in Section 310(1) of the Act
- (C) Regulation 118 of Table A shall not apply to the Company

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS



WILDMAN & BATTELL LIMITED,
Bridge House,
181, Queen Victoria Street,
London.
EC4V 4DD

K. Skeoch on behalf of Wildman & Battell Limited.



SAME-DAY COMPANY SERVICES LIMITED,
Bridge House,
181, Queen Victoria Street,
London.
EC4V 4DD

J. Wildman on behalf of Same-Day Company Services Limited.

Dated this 17th day of June, 1994.

WITNESS to the above signatures -



VALERIE WILSON,
47, Mortimer Road,
East Ham,
London.
E6 3QP

Secretary.

DIRECTORSHIPS OF KEVIN FRANCIS

ARROWFIELD SERVICES LIMITED

TYBURN FILM PRODUCTIONS LIMITED

TYBURN MUSIC LIMITED

TYBURN PRODUCTIONS LIMITED

Revised: 14.12.92