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PRIVATE COMPANY LIMITED BY SHARES

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# **Memorandum of Association**

OF

## **Arlington Productions Limited**

(Adopted by Special Resolution passed on the 14th day of November, 1995)

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

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. (Pursuant to a Resolution of an Extraordinary General Meeting of the Company held on the 14th day of November, 1995, the Share Capital of the Company was divided into 2,500 "A" Ordinary Shares and 2,500 "B" Ordinary Shares.)

THE COMPANIES ACTS 1985 to 1989

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PRIVATE COMPANY LIMITED BY SHARES

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## Articles of Association

-of-

## Arlington Productions Limited

(Adopted by Special Resolution passed on the 14th day of November, 1995)

### PRELIMINARY

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

### SHARE CAPITAL

4. (A) The authorised Share Capital of the Company as at the date of adoption of these Articles is £5,000 divided into:
  - (1) 2,500 "A" Ordinary Shares of £1 each (hereinafter referred to as "A" Ordinary Shares"); and
  - (2) 2,500 "B" Ordinary Shares of £1 each (hereinafter referred to as "B" Ordinary Shares").

- (B) The "A" Ordinary Shares and the "B" Ordinary Shares shall be separate classes and shall carry the respective voting rights and rights to appoint and remove Directors hereinafter provided, but in all other respects shall be identical and rank *pari passu*.
5. (A) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985, at any time or times during the period of five (5) years from the date of the adoption of these Articles, to allot, or to grant any right to subscribe for or to convert any security into, all or any of the unissued shares in the authorised Share Capital of the Company at such date.
- (B) The authority contained in paragraph (A) of this Article 5 shall expire at the end of the period referred to therein, but such authority shall allow the Company to make an offer or agreement before the expiry of such authority which would or might require Shares to be allotted, or rights to subscribe for or to convert any security into Shares to be granted, after the expiry of such authority and shall allow the Directors to allot Shares and grant rights pursuant to any such offer or agreement as if such authority had not expired.
6. (A) The powers from time to time vested in the Directors to allot equity securities (as defined in section 94(2) of the Companies Act 1985) shall be exercisable as if section 89(1) of such Act did not apply to the allotment thereof, but such powers shall be exercised in accordance with this article.
- (B) Unless otherwise determined by Special Resolution of the Company :-
- (1) Any equity securities shall, before issue, be offered for subscription in the first instance to such persons as at the date of the offer are registered as the respective holders of the Ordinary Shares in the capital of the Company and shall be allotted (in the case of competition) to the applicants in proportion (as nearly as may be and without allotting to any applicant a greater number of such securities than applied for) to the number of Ordinary Shares then held by them respectively.
  - (2) Any such offer as aforesaid shall be made by notice in writing specifying the number or amount of equity securities being offered, the price at which the same are offered ("the Offer Price") and any other terms of the offer and shall remain open for such period (being not less than twenty-one (21) days) as shall be specified in such notice. Any such offer not accepted within the period specified will be deemed to be declined.
  - (3) Subject as aforesaid, the Directors may at any time up to three (3) months after the expiration of such offer dispose of any equity securities not taken up pursuant thereto at such price (not being less than the Offer Price), on such terms (not being less favourable to the Company than the terms of the relevant offer specified in paragraph (ii)) and in such manner and to such persons as the Directors may decide.



- (C) Shares allotted to a holder of "A" Ordinary Shares shall automatically upon allotment be designated as "A" Ordinary Shares and shares allotted to a holder of "B" Ordinary Shares shall automatically upon allotment be designated as "B" Ordinary Shares.
7. In Regulation 8 of Table A (liens on shares) the words and brackets "(not being a fully paid share)" shall be deemed to be deleted.

#### TRANSFER OF SHARES

8. (A) Shares (all but not some only) may be transferred by a Member which is a company (hereinafter referred to as a "Corporate Member") and any such Corporate Member which is not a Corporate Transferee (as hereinafter defined) (hereinafter referred to as an "Original Corporate Member") to its holding company or to any company which is a wholly-owned subsidiary of its holding company or to any wholly-owned subsidiary of such member, the transferee being hereinafter referred to as a "Corporate Transferee".
- (B) If and whenever any Corporate Transferee, whilst holding Shares transferred to it by a Corporate Member, ceases to be a wholly-owned subsidiary of the Original Corporate Member which effected the transfer of such Shares or of the holding company of such Original Corporate Member, it shall be deemed to have served the Company with a Transfer Notice (as defined in Article 9(B)) in respect of such Shares and the Price (as defined in Article 9(B)) shall be ascertained pursuant to Article 9(D) and the provisions of Article 9(C), (G) and (H) shall thereupon apply to the Shares. Such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of the occurrence of the relevant aforesaid event and the Directors shall be obliged to give notice pursuant to Article 9(C) forthwith after the Price shall have been ascertained.
9. (A) SAVE AS provided in Article 8, no Member or person entitled by transmission shall be entitled to dispose of any interest in Shares in the Company without first offering the same for transfer to the holders for the time being of the other Shares in the Company whether or not of the same class.
- (B) An offer of Shares for sale pursuant to this Article 9 may be in respect of all or part only of the Shares held by the proposing transferor and shall be made by the proposing transferor by notice in writing to the Company (hereinafter referred to as a "Transfer Notice"). A Transfer Notice shall specify the Shares offered (hereinafter referred to as "the Sale Shares") and the price at which the Sale Shares are offered (hereinafter referred to as "the Price") and it shall constitute the Directors as the agents of the proposing transferor for the sale of the Sale Shares to other holders of Shares in the Company at a price not less than the lower of the Price and the fair value (if any) fixed as provided in paragraph (D) of this Article 9.

- (C) Upon receipt by the Company of the Transfer Notice the Directors shall forthwith give notice to all the holders of Shares in the Company (other than the proposing transferor) of the number and description of the Sale Shares and the price inviting each of such holders to state by notice in writing to the Company within thirty (30) days (hereinafter referred to as "the Offer Period") the maximum number, if any, of the Sale Shares he is willing to purchase. The Directors shall forthwith give a copy of such notice to the proposing transferor.
- (D) Within fourteen (14) days of first being offered any of the Sale Shares any Member may by notice in writing to the Directors require that the Price be referred to the auditors for the time being of the Company. The Offer Period shall cease to run upon receipt of such notice by the Directors. The Directors shall forthwith give notice to all other Members that they have referred the Price in accordance with such notice. The auditors shall report in writing under their hand what in their opinion (which opinion shall be final and binding on all interested parties) is the fair value of a Sale Share as between a willing vendor and a willing purchaser on the basis of the aggregate value of all the issued Shares of the relevant class divided by the number of such Shares and, if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so. In so certifying, the auditors, whose costs shall be borne by the Company (save to the extent that the auditors shall direct the same be borne by the proposing transferor and/or the Member(s) who required the matter to be referred to them), shall be considered to be acting as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and, in the absence of fraud, the auditors shall be under no liability to any person concerned by reason of their determination or by anything due or omitted to be done by the auditors for the purpose thereof or in connection therewith. The Directors shall use all reasonable endeavours to procure that the auditors report on the fair value within twenty-eight (28) days of the matter being referred to them. Upon receipt of such report the Directors shall immediately give written notice of the fair value both to the proposing transferor and to each of the other Members of the Company.
- (E) If the fair value as so determined is not acceptable to the proposing transferor, he may by notice in writing to the Directors within twenty-one (21) days of being notified of such fair value revoke the Transfer Notice; the Directors shall forthwith notify all other Members of that fact. Save as aforesaid, the Transfer Notice shall not be revocable.
- (F) In the absence of any such revocation of the Transfer Notice the full Offer Period shall begin to run again from the date of despatch to the other Members of notification of the auditors' report.
- (G) At the expiration of the Offer Period the Directors shall allocate such of the Sale Shares as holders shall have expressed a willingness to purchase to or amongst those holders; such allocation shall, in the case of competition, be made as far as practicable pro rata

according to the nominal amount of the Share Capital (whether or not of the same class) held by each such holder but, in each case, shall not exceed the number of the Sale Shares which such holder shall be expressed his willingness to purchase.

- (H) Upon such allocation being made, the holders to or amongst whom such allocation shall have been made shall be bound to pay the Price for, and to accept a transfer of, the Sale Shares so allocated to them respectively and the proposing transferor shall be bound upon payment of the Price to transfer such Sale Shares to the respective purchasers. If the proposing transferor, having become bound to transfer the Sale Shares, makes default in so doing, the Company may receive the Price and the Directors may appoint some person to execute instruments of transfer of the Sale Shares in favour of the purchaser(s) and shall thereupon cause the names of the purchasers to be entered in the Register of Members of the Company as the holders of the Sale Shares and shall hold the Price in trust for the proposing transferor. The receipt of the Company therefor shall be a good and sufficient discharge to the purchaser(s) and, after their names shall have been so entered in the Register of Members, the validity of the transactions shall not be questioned by any person.
- (I) If, at the expiration of the Offer Period, any of the Sale Shares shall not have been sold in accordance with the provisions of this Article 9, the proposing transferor may (subject to the provisions of Article 11) at any time within a period of thirty (30) days after the expiration of the Offer Period transfer those of the Sale Shares not so sold to any person and at any price not being less than the lower of the Price and (if appropriate) the fair value determined pursuant to paragraph (D) of this Article 9, provided that the Directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer without prejudice, however, to their absolute discretion to refuse to approve or register any transfer of shares pursuant to Article 11.
- (J) If a Member or other person entitled to transfer a Share at any time attempts to deal with or dispose of the Share or any interest therein otherwise than in accordance with the foregoing provisions of this Article 9, he shall be deemed immediately prior to such attempt to have served the Company with a Transfer Notice in respect of such share and the Price shall be ascertained pursuant to paragraph (D) of this Article 9 and the provisions of this Article 9 shall thereupon apply to the Share. Such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such attempt and the Directors shall be obliged to give notice pursuant to paragraph (C) of this Article 9 forthwith after the Price shall have been ascertained. Such Transfer Notice shall not be revocable in any circumstances.

- (K) SAVE AS expressly provided in these Articles, the restrictions on transfers contained in this Article 9 shall apply to all transfers or transmissions operating by law or otherwise.
  - (L) NOTWITHSTANDING the provisions contained in this Article 9, any Share may be transferred at any time by any Member with the consent in writing of all other Members (whether or not of the same class) for the time being in the Company.
10. (A) Where any Shareholder, being an individual, dies (hereinafter called "the Deceased Shareholder") and his Shares in the Company are not transferred (whether to his personal representatives or otherwise pursuant to regulation 30 of Table A) in accordance with the provisions of Articles 8 or 9 before the expiry of the Relevant Period (as hereinafter defined), the Directors may, and on the application of any other Shareholder shall, by notice in writing served on the Deceased Shareholder at his registered address, require that the Shares in the Company held by the Deceased Shareholder be offered to the other Shareholders at a price to be ascertained in accordance with paragraph (B) of this Article 10.
- (B) The price for the transfer of such Shares shall be either:
- (1) such price as shall be agreed for such purpose between the personal representatives of the Deceased Shareholder and the Directors; or
  - (2) in default of such agreement, within a period of thirty (30) days from the date of service of notice by the Directors under paragraph (A) of this Article 10 (or such longer period as such personal representatives, if any, and the Directors shall agree or, if there are no personal representatives, as the Directors shall reasonably determine), the fair value of such Shares determined in accordance with Article 9(D).
- (C) Upon the price for the said Shares being ascertained in accordance with paragraph (B) of this Article 10, the Deceased Shareholder shall be deemed to have served a Transfer Notice for the purpose of Article 9 (which Transfer Notice shall not be revocable), the price so ascertained shall be deemed to be "the Price" for the purposes of Article 9 and the provisions of paragraphs (C), (G) and (H) of Article 9 shall apply accordingly.
- (D) None of the Shares of the Deceased Shareholder shall be transferred (whether to his personal representatives or otherwise pursuant to regulation 30 of Table A) after the expiry of the Relevant Period unless the said Shares shall have been offered to other Shareholders (whether following a notice by the Directors or at the instigation of the personal representatives of the Deceased Shareholder) in accordance with the provisions of paragraph (C) of this Article 10.
- (E) For the purpose of this Article 10 "the Relevant Period" shall mean the period of twelve (12) months from the death of the Deceased Shareholder except that, if probate or letters of administration shall

not have been granted in respect of the Deceased Shareholder's estate before the expiry of six (6) months after the Deceased Shareholder's death, the Relevant Period shall mean the period from the Deceased Shareholder's death until the expiry of six months from the date of such grant of probate or letters of administration or, if shorter, the period from the Deceased Shareholder's death until the expiry of fifteen (15) months from the date thereof.

11. The Directors shall refuse to register a proposed transfer not permitted by or made pursuant to Articles 8 or 9, but shall register a transfer of any Share made in accordance with the provisions of Article 8 or Article 9(H). Otherwise the Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any proposed transfer of any Share. Regulation 24 of Table A shall not apply.

12. If:

- (a) a Member who is for the time being a Director of the Company ceases to be a Director for whatever reason (other than his death); or
- (b) a Member which is a company goes into liquidation whether compulsory or voluntary (except for the purposes of a reconstruction or amalgamation) or such Member has an administrator appointed or a receiver, administrative receiver or manager is appointed over any material part of the assets or undertaking of such member,

such Member shall (if he/it has not already done so) thereupon be deemed to have served a Transfer Notice in respect of all his/its shares for the purposes of Article 9. The provisions of paragraphs (C), (G) and (H) of Article 9 shall apply and the Price for such Shares shall be ascertained pursuant to Article 9(D). A Transfer Notice deemed to be served pursuant to this Article 12 shall not be revocable in any circumstances whatsoever.

13. 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.

#### GENERAL MEETINGS

- 14. (A) No business shall be transacted at any General Meeting except when a quorum is present. Two (2) members present in person or by proxy shall be a quorum at any General Meeting, provided that one such person shall be or represent a holder of "A" Ordinary Shares and another such person shall be or represent a holder of "B" Ordinary Shares. Regulation 40 of Table A shall not apply.
- (B) If at any adjourned General Meeting such a quorum is not present within fifteen (15) minutes from the time appointed for the adjourned Meeting, the Meeting shall be dissolved; except that, if a Meeting to consider a Resolution or Resolutions for the winding up of the Company and the appointment of a liquidator be adjourned for want of a quorum and at such adjourned Meeting such a quorum is not present within fifteen (15) minutes from the time appointed for the adjourned Meeting, any Member(s) present in person or by proxy shall constitute a quorum for the purposes of considering and, if thought fit, passing such Resolution or Resolutions, but no other business may be transacted. Regulation 41 of Table A shall be deemed to be modified accordingly.

15. A poll may be demanded at any General Meeting by the Chairman or by any Member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be deemed to be modified accordingly.

16. In the case of an equality of votes (whether on a show of hands or a poll), the Chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 50 of Table A shall not apply.

17. (A) On a show of hands every Member present in person or by proxy shall have one (1) vote. On a poll the holder or holders of "A" Ordinary Shares present in person or by proxy shall as a class have one vote in aggregate and the holder or holders of "B" Ordinary Shares present in person or by proxy shall as a class also have one vote in aggregate, provided that:

- (1) no "A" Ordinary Share shall confer any right to vote upon a resolution for the removal from office of a "B" Director; and
- (2) no "B" Ordinary Share shall confer any right to vote upon a resolution for the removal from office of an "A" Director.

(B) For the purposes of the foregoing provisions of this Article 17, the vote on a poll attached to Shares of either class may be exercised by any person present at the Meeting holding or representing a holder of Shares of such class and in any case the vote shall be cast in accordance with the wishes of the holder or holders of a majority of the Shares of that class present in person or by proxy.

(C) Regulation 54 of Table A shall not apply.

18. An instrument appointing a proxy shall be in such form as may be specified by, or acceptable to, the Directors, provided that any such form shall not prevent any Member indicating the manner in which his proxy is to exercise his vote. Regulations 60 and 61 of Table A shall not apply.

19. A Resolution in writing signed by all the Members of the Company entitled to receive notice of and attend and vote at a Meeting of the Company or of any class of Members of the Company (which Resolution may consist of several documents in the like form each signed by one or more of the said Members) or a Resolution to which every such Member has signified his approval in writing or by cable, facsimile transmission or telex shall be as valid and effectual as if it had been passed at a Meeting of the Company or of such class of Members of the Company (as the case may be) duly called and constituted. In the case of a corporation the Resolution may be signed or approved on its behalf by a Director or the Secretary thereof or by such Member's duly appointed attorney or duly authorised representative.

#### **APPOINTMENT AND REMOVAL OF DIRECTORS**

20. The Directors shall, unless otherwise determined by Ordinary Resolution of the Company, be not less than four (4) in number nor more than six (6) in number of whom not more than three (3) shall be "A" Directors and not more than three (3) shall be "B" Directors (as those terms are hereinafter defined). Regulation 64 of Table A shall not apply.

21. (A) SUBJECT TO the limit on the number of Directors contained in Article 20, the holders of the "A" Ordinary Shares may at any time appoint any person as a Director (hereinafter referred to as an "A" Director") and the holders of the "B" Ordinary Shares may at any time appoint any person as a Director (hereinafter referred to as a "B" Director"). The holders of the "A" Ordinary Shares and "B" Ordinary Shares may, respectively, at any time remove from office any "A" Director or "B" Director appointed by them.
- (B) Every appointment or removal under paragraph (A) of this Article 21 shall be made in writing signed by or on behalf of the holders for the time being of a majority of the Shares in whom the power is vested and shall take effect on and from the date on which the same is lodged at the Registered Office of the Company.
- (C) A person entitled to "A" Ordinary Shares or "B" Ordinary Shares by transmission may appoint or remove or concur in the appointment or removal of Directors under this Article 21 until such time as some other person or persons shall become the registered holder or holders thereof.

22. The Directors shall not be subject to retirement by rotation. Accordingly, regulations 73 to 75 (inclusive) of Table A and all other references in Table A to retirement by rotation shall not apply.

23. The office of a Director shall be vacated if:-

- (a) he is prohibited by law from being a Director; or
- (b) he is, or may be, suffering from mental disorder and either
  - (1) is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 (or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960) or
  - (2) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (c) by notice in writing to the Company he resigns his office; or
- (d) he is removed pursuant to Article 21.

Regulation 81 of Table A shall not apply.

#### ALTERNATE DIRECTORS

24. Any Director may at any time and from time to time appoint any other Director or may, SUBJECT TO the approval of all of the Directors other than the appointor, 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 share 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 Meetings 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 of Directors at any Board Meeting 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 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 24 shall be in writing under the hand of the Director making the same and shall be sent to or left at the Registered Office of the Company. Regulations 65 to 69 (inclusive) of Table A shall not apply.

#### PROCEEDINGS OF DIRECTORS

25. Unless otherwise agreed in writing by the Director in question (or his duly appointed alternate) it shall be necessary to give not less than seven (7) clear days' notice (in writing) of a proposed Meeting of Directors to a Director who is in the United Kingdom and at least fourteen (14) clear days' notice (in writing) of a proposed Meeting of the Directors to a Director who is absent from the United Kingdom (unless a Director shall permanently reside outside of the United Kingdom in which case only seven (7) clear days' notice (in writing) 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 deemed to be modified accordingly.

26. The quorum for a Meeting of the Directors shall be at least one "A" Director and one "B" Director present in person or on the telephone (in accordance with Article 27) throughout the meeting. Regulation 89 of Table A shall not apply.

27. Any Director may participate in a Meeting of the Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the Meeting can hear and speak to each other. Participation in any such Meeting in the aforesaid manner shall be deemed to constitute presence in person at the Meeting.

28. (A) In the case of an equality of votes at any Meeting of the Directors, the Chairman of the Meeting shall not have a second or casting vote. Regulation 88 of Table A shall be deemed to be modified accordingly.

(B) Questions arising at any Meeting of the Directors shall be decided



by a majority of votes. Any Director who is not an "A" Director or a "B" Director, shall not have the right to vote on a Resolution of a Meeting of the Directors.

29. A Resolution in writing signed by all the "A" Directors and all of the "B" Directors for the time being (which Resolution may consist of several documents in the like form each signed by one or more of such Directors) or a Resolution to which every such Director has signified his approval in writing or by cable, facsimile transmission or telex shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted. A Resolution signed by a Director need not be signed by his alternate (acting as such) and vice versa. Regulation 93 of Table A shall not apply.

#### POWERS AND DUTIES OF DIRECTORS

30. (A) The Directors may grant or procure the grant by the Company, either alone or in conjunction with another or others, of retirement pensions or annuities, gratuities or allowances, to any person (or to such person's spouse or dependents) who has been an officer or in the employment of the Company or of any subsidiary or former subsidiary of the Company or any predecessor in business of any of them. Regulation 87 of Table A shall not apply.
- (B) The Directors may procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or its Members.

31. SUBJECT TO a Director having declared his interest in accordance with the Statutes, a Director may vote as a Director in regard to any transaction or arrangement or proposed transaction or arrangement in which he has an interest or upon any matter arising therefrom and, if he shall so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such transaction or arrangement is under consideration. Regulations 94 to 97 (inclusive) of Table A shall not apply.

#### EXECUTIVE DIRECTORS

32. (A) The Directors may from time to time appoint one or more of their body to hold any executive office in the Company, including (but without prejudice to the generality of the foregoing), the offices of Chairman and Managing Director, for such period and on such terms as they think fit, and (without prejudice to any claim for damages for breach of any agreement between any such person and the Company) may revoke such appointment.
- (B) Any Director holding executive office in the Company shall receive such remuneration whether by way of salary, commission or participation in profits (or partly in one way and partly in another) as the Directors may determine.

- (C) The Directors may entrust to and confer upon any Director holding executive office in the Company any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- (D) Regulations 72 and 84 of Table A shall be deemed to be modified accordingly.

#### INDEMNITY

33. SUBJECT TO the provisions of the Statutes, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all liability which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto. No Director or other officer of the Company shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply.