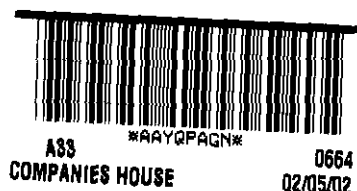


THE COMPANIES ACTS 1985 and 1989

A PRIVATE COMPANY LIMITED BY SHARES



RESOLUTION

of

Lionhead Studios Limited

Dated 30 April 2002

At an Extraordinary General Meeting of Lionhead Studios Limited (the "Company"), duly convened and held on 30 April 2002, the following resolution was duly passed as a special resolution:

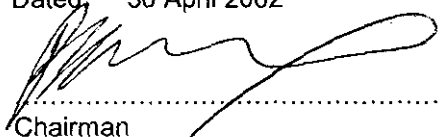
RESOLUTION

THAT:

- (a) the share capital of the Company be increased from £1,000 to £200,000 by the creation of 12,000,000 additional 'A' ordinary shares of 1p each, 5,900,000 additional 'B' ordinary shares of 1p and 2,000,000 new ordinary shares of 1p each;
- (b) in substitution for all existing authorities, the Directors be generally and unconditionally authorised pursuant to and in accordance with Section 80 of the Companies Act (the "Act") to exercise all the powers of the Company to allot relevant securities (within the meaning of that Section) up to an aggregate nominal amount of £90,000 such authority to expire on whichever is the earlier of the conclusion of the next annual general meeting of the Company, or the date following 15 months after the passing of this resolution (provided that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities pursuant to such an offer or agreement as if the authority conferred hereby had not expired);
- (c) in substitution for all existing authorities the Directors be empowered pursuant to Section 95 of the Act, during the period expiring on whichever is the earlier of the conclusion of the next annual general meeting of the Company, or the date following 15 months after the passing of this resolution, to allot or make offers or agreement to allot equity securities (within the meaning of Section 94(2) of the Act) wholly for cash pursuant to the authority granted in part (a) of this Resolution as if Section 89(1) of the Act did not apply to any such allotments, provided that such power be limited to the allotment of equity securities up to an aggregate nominal amount of £10,000;
- (d) conditionally upon each of parts (b) and (c) of this Resolution being passed, the Company adopt the articles of association in the form attached to this Resolution to replace the existing articles of association of the Company in its entirety; and

- (e) the sum of £58,932.90 being profits of the Company, and not required for paying any dividend, be capitalised and applied in paying up credited as fully paid the allotment and issue of 5,002,500 'A' ordinary shares of 1p each and 890,790 'B' ordinary shares of 1p each in the capital of the Company by way of a bonus issue.

Dated: 30 April 2002


.....
Chairman

No 3232655

ARTICLES OF ASSOCIATION
of
LIONHEAD STUDIOS LIMITED

ADOPTED BY SPECIAL RESOLUTION
on 30 April 2002

Ref: L12812.1/TX141115.1/cpaa

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
LIONHEAD STUDIOS LIMITED

(as adopted by Special Resolution passed on 30 April 2002)

1 Preliminary

- 1.1 Subject as hereinafter provided the regulations incorporated in Table A as set out in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended and hereinafter called "Table A" shall apply to the Company.
- 1.2 In these Articles the following words and expressions shall have the meanings set out below:
- | | |
|--|---|
| 'A' Ordinary Shares | 'A' ordinary shares of 1p each in the capital of the Company having the rights and being subject to the restrictions set out in Article 3.2 |
| the Auditors | the auditors for the time being of the Company |
| 'B' Ordinary Shares | 'B' ordinary shares of 1p each in the capital of the Company having the rights and being subject to the restrictions set out in Article 3.2 |
| the Directors | the directors for the time being of the Company or a quorum of such directors present at a meeting of the directors |
| Members | the holders of shares in the capital of the Company |
| Ordinary Shares | ordinary shares of 1p each in the capital of the Company having the rights and being subject to the restrictions set out in Article 3.2 |
| Ordinary Share Capital | collectively, the 'A' Ordinary Shares, the 'B' Ordinary Shares and the Ordinary Shares in issue from time to time |
| Sale | the sale of the entire Ordinary Share Capital |
| Subscription and Shareholders' Agreement | the shareholders' agreement dated the date of adoption of these Articles made between the Company and certain of the Members as varied and supplemented from time to time |

Subscription Price

in relation to any share, the amount paid up or credited as paid up thereon (including the full amount of any premium at which such share was issued whether or not such premium is applied for any purpose thereafter)

1.3 Any reference in these Articles to "the Act" shall mean the Companies Act 1985 as amended or extended by any other enactment.

1.4 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

2 Interpretation

In Regulation 1 of Table A there shall be deemed to be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any provisions of these Articles adopting in whole or in part the same".

3 Share Capital

3.1 The Share Capital of the Company is £200,000 divided into 12,082,000 "A" Ordinary Shares of 1p each, 5,918,000 "B" Ordinary Shares of 1p each and 2,000,000 Ordinary Shares of 1p each. To each class of share the following rights and restrictions shall attach:

3.2 'A' Ordinary Shares, 'B' Ordinary Shares and the Ordinary Shares

(a) as regards dividends:

the Company shall apply any profits which the Directors resolve to distribute in any year to the holders of the 'A' Ordinary Shares, 'B' Ordinary Shares and the Ordinary Shares in respect of their holdings of such shares *pari passu* and *pro rata* to the number of such shares held by each of them;

(b) as regards capital:

on a return of assets on a liquidation, reduction of capital or otherwise, the holders of the 'A' Ordinary Shares, 'B' Ordinary Shares and the Ordinary Shares shall rank *pari passu* in all respects and shall be entitled (in proportion to the number of 'A' Ordinary Shares, 'B' Ordinary Shares and the Ordinary Shares respectively held by each of them) to all of the surplus assets of the Company remaining after payment of its liabilities;

(c) as regards voting:

(i) in general meetings each holder of 'A' Ordinary Shares and the Ordinary Shares shall be entitled to receive notice of and to attend at general meetings of the Company and shall be entitled to vote at general meetings of the Company; on a show of hands or on a poll every holder of 'A' Ordinary Shares and every holder of the Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll every Member shall have one vote for every share of which he is the holder; and

(ii) save as provided in Article 3.2(c)(iii), the holders of the 'B' Ordinary Shares shall be entitled to receive notice of, and to attend at, general meetings of the Company but shall not in respect of their holdings of such shares be entitled to vote upon any resolution;

- (iii) the holders of the 'B' Ordinary Shares acquired pursuant to the exercise of Enterprise Management Incentive Options ("EMI Options") granted under Schedule 14 of the Finance Act 2000 shall be entitled to receive notice of and to attend at general meetings of the Company and shall be entitled to vote at general meetings of the Company; on a show of hands or on a poll every holder of such 'B' Ordinary Shares (who being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every such share of which he is the holder;
- (d) as regards the proceeds in the event of a Sale:

in the event of a Sale, the holders of the 'A' Ordinary Shares, 'B' Ordinary Shares and the Ordinary Shares shall rank *pari passu* in all respects and shall be entitled to share in the Sale proceeds in proportion to the number of 'A' Ordinary Shares, 'B' Ordinary Shares and Ordinary Shares respectively held by each of them;
- (e) disapplication of Articles 6 and 7:

Articles 6 and 7 shall not apply to the Ordinary Shares which shall be freely transferable.

4 Allotment of Shares

4.1 Subject to the provisions hereinafter expressed, the Directors are authorised for the purposes of section 80 of the Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company at the date hereof and the Directors may allot, grant options over or otherwise dispose of such shares to such persons, on such terms and in such manner as they think fit provided always that:

- (a) save as provided in paragraph (b) below, the authority hereby given to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company;
- (b) the Members in general meeting may by ordinary resolution:
 - (i) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years (unless the Company elects by elective resolution to modify the duration of authority pursuant to section 80A of the Companies Act 1985), but such resolution shall comply with the Act;
 - (ii) revoke or vary any such authority (or renewed authority);
- (c) notwithstanding the aforementioned provisions of sub-paragraphs (a) and (b) the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired.

Any reference hereto to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

4.2 In accordance with section 91 of the Act, sections 89(1), and 90(1) to (6) of the Act are excluded from applying to the Company. Any shares for the time being unissued shall be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by special resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than 14 days) within which the offer, if not accepted, will lapse. After the expiration of that

period, or on the receipt of a declaration in writing from the offeree to the Company that he declines to accept the shares so offered, the Directors may in accordance with the provisions hereto allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think most beneficial to the Company.

5 Shares

- 5.1 Subject to Chapter VII of Part V of the Act, and to the regulations of the Company, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.
- 5.2 Regulation 35 of Table A shall not apply to the Company.
- 5.3 Subject to Chapter VII of Part V of the Act, any shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, at the option of the Company or the shareholder, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by special resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise. Regulation 3 of Table A shall be modified accordingly.
- 5.4 Subject to Chapter VI of Part V of the Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company.
- 5.5 The lien conferred by Regulation 8 of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any shares to be wholly or in part exempt from these provisions. The Company's lien, if any, on a share shall extend to all dividends payable thereon. Regulation 8 of Table A shall be modified accordingly.

6 Transfer of Shares

- 6.1 No share or beneficial ownership of a share shall be transferred nor shall the Company purchase any of its own shares pursuant to Article 5 above unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- 6.2 Any holder of "A" Ordinary Shares proposing to transfer any share or beneficial ownership of a share (hereinafter called "the vendor") shall give notice in writing (hereinafter called the "transfer notice") to the Company of such proposal. The transfer notice shall specify the sum which in the vendor's opinion constitutes the fair price of each share specified therein, and shall constitute the Company the vendor's agent for the sale of such share or shares (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to the Members (being holders of "A" Ordinary Shares other than the vendor) at that price, save that if the Directors do not accept that the sum specified by the vendor constitutes the fair price of the said shares they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) or such independent expert as determined and duly appointed by the Members of the Company in general meeting, to certify by certificate in writing (hereinafter called "the certificate of value") the value in their opinion of the said share as between a willing seller and a willing buyer, and in such a case the transfer notice shall

nevertheless constitute the Company the vendor's agent for the sale of the said shares but at the price certified in the certificate of value.

- 6.3 If the Auditors (or the independent expert as aforesaid) are instructed to certify the fair value as aforesaid the Company shall, as soon as it receives the certificate of value, furnish a copy thereof to the vendor. The cost of obtaining the certificate of value shall be borne by the Company.
- 6.4 Upon the price being fixed as aforesaid (whether by reference to the vendor's opinion of the fair price or by reference to the certificate of value) the Company shall forthwith by notice in writing (hereinafter called "the offer notice") inform each Member being a holder of "A" Ordinary Shares (other than the vendor) of the number and price of the said shares and shall invite each such Member to apply in writing to the Company within 21 days of the date of despatch of the offer notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.
- 6.5 If such Members shall within the said period of 21 days apply for all or (save as otherwise provided in the transfer notice) any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for) to or amongst the applicant Members in proportion as nearly as may be to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided that no applicant member shall be obliged to take more than the maximum number of shares specified by him as aforesaid. If any shares shall not be capable without sub-division of being allocated to the Members in proportion to their existing holdings, the same shall be allocated to the applicant Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit.
- 6.6 The Company shall forthwith give notice of such allocations (hereinafter called "the allocation notice") to the vendor and to the Member to whom the said shares have been allocated and shall specify in the allocation notice the place and time (being not earlier than 14 and not later than 28 days after the date of despatch of the allocation notice, which shall be specified therein) at which the sale of the said shares so allocated shall be completed.
- 6.7 The vendor shall be bound (upon payment of the purchase price due in respect thereof) to transfer the shares comprised in the allocation notice to the purchasing Member(s) named therein at the place and time therein specified; and if in any case the vendor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase price on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase price shall be a good discharge to the purchasing Member. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the vendor.
- 6.8 During the six months following the expiry of the period of 21 days referred to in Article 6.4 the vendor shall be at liberty subject nevertheless to the provisions of Article 6.9 below to transfer to any person (including, but subject to Article 5, the Company) and at any price (not being less than the price fixed under Article 6.2 above) any of the said shares not allocated by the Directors as aforesaid.
- 6.9 The instrument of transfer of a fully paid share shall be executed by or on behalf of the transferor and in the case of a share which is not fully paid, the instrument of transfer shall in addition be executed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of Members in respect thereof.
- 6.10 Any holder of "B" Ordinary Shares wishing to transfer any share or beneficial ownership of a share (hereinafter called the "employee vendor") shall serve a transfer notice on the Company

designating the Company the purchaser of the shares (notwithstanding the Company's right to decline such purchase) and shall constitute the Company the employee vendor's agent for the sale of such share or shares, provided that the Directors may direct that any such shares may be transferred to a person or persons nominated by the Directors to hold such shares on such terms as the Directors may require. In either such event, the purchase price for the shares shall be their Subscription Price. The employee vendor shall be bound (upon payment to him of the purchase price due in respect thereof) to transfer the shares to the Company (or, as the case may be, to such person or persons aforesaid as the Directors may require) without delay and if in any case the employee vendor after having become bound as aforesaid makes default in transferring any shares, the Company may authorise some person to execute a transfer of such shares in favour of the Company (or such person or persons aforesaid).

7 Compulsory Transfers

- 7.1 This Article 7 applies when any employee or Director of the Company who is a shareholder (the "Compulsory Seller") ceases for any reason to be an employee or Director of the Company.
- 7.2 In the event of any shareholder ceasing to be an employee or Director of the Company at any time, then within 12 months after such cessation, the Directors may serve notice (the "Compulsory Sale Notice") on such shareholder requiring him to give a transfer notice in respect of all of the shares held by such shareholder and constituting the Company the Compulsory Seller's agent for the sale of such shares. In such event, the price for the shares shall be established as follows:
- (a) if the Compulsory Seller shall be a Good Leaver (as defined in Article 7.4) the Compulsory Seller may specify in the transfer notice the sum which in his opinion constitutes the fair price for each share specified therein. If the Directors do not accept the sum so specified to be the fair price for the shares, the value attributable to each share shall be determined in accordance with the procedure set out in Article 6.2. In such event, the deemed value of the Company shall however not be less than [£1 million] for the purpose of this provision; and
 - (b) if the Compulsory Seller shall be a Bad Leaver (as defined in Article 7.3) the price shall be the Subscription Price of the shares in question.
- 7.3 "Bad Leaver" shall mean a person who at any time after the adoption of these Articles becomes a Compulsory Seller by reason of:
- (a) his resignation as an employee or Director of the Company without the prior written consent of the Directors;
 - (b) his disqualification to act as a company director; and
 - (c) his employment with the Company ending for any other reason except wrongful dismissal, death or permanent illness or disability.
- 7.4 "Good Leaver" shall mean a person who at any time after the adoption of these Articles becomes a Compulsory Seller and is not a Bad Leaver.
- 7.5 In the event of a Compulsory Sale Notice being served on the Compulsory Seller pursuant to Article 7.2 and provided that the Compulsory Seller is a Good Leaver, the provisions contained in Articles 6.2 to 6.9 of these Articles shall apply mutatis mutandis save that the shares shall be offered to the Company first and only if the Company declines or is unable to purchase such shares shall they be offered to Members.
- 7.6 In the event of a Compulsory Sale Notice being served on the Compulsory Seller pursuant to Article 7.2 and provided that the Compulsory Seller is a Bad Leaver, the transfer notice to be

served on the Company pursuant to Article 7.2 shall designate the Company the purchaser of the shares and in such event the provisions contained in Article 6.10 shall apply mutatis mutandis.

- 7.7 If a Compulsory Seller, having become bound to serve a transfer notice pursuant to Article 7.2, makes default in serving such transfer notice, the Directors shall be entitled to authorise some person to serve the necessary transfer notice.

8 General meetings and resolutions

- 8.1 Any proxy appointed by a member of the Company in accordance with section 372 of the Act shall be entitled to vote on a show of hands as well as on a poll, provided that no person present shall be entitled to more than one vote on a show of hands save as provided in Regulation 50 of Table A.
- 89.2 In every notice convening a general meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, or a show of hands to vote instead of him and that such proxy need not also be a Member.
- 8.3 Regulations 38 and 59 of Table A shall be modified accordingly.
- 8.4 Notwithstanding any of the provisions contained in these Articles in the event that 'A' Shares are transferred to an individual or body corporate, by the operation of the provisions of Article 6.8, who is not a member of the Company at the date of the adoption of these Articles all voting rights otherwise attached to each and every such 'A' Share shall be removed with effect from the date that the relevant transfer is made [unless the previous consent in writing of the majority of the Board of Directors of the Company is obtained].
- 8.5 Proxies may be deposited at the registered office of the Company at any time before the time of the meeting for which they are to be used unless otherwise specified in the notice convening such meeting. The Directors may at their discretion treat a facsimile transmission or other machine made copy of an instrument appointing a proxy as a proxy for the purposes of this Article. Regulation 62 of Table A shall be modified accordingly.
- 8.6 A resolution in writing signed or approved by letter, telex, facsimile transmission or cable by all Members of the Company, who would have been entitled to vote upon it if it had been duly proposed at a general meeting or at a meeting of any class of members of the Company, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a general meeting or at such a class meeting of the Company (as the case may be) duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members or their attorneys (or, in the case of a Member which is a body corporate, by a Director thereof or by a duly appointed representative). Regulation 53 of Table A shall not apply to the Company.

9 Appointment of Directors

- 9.1 Unless and until otherwise determined by the Company in general meeting there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall be only one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in Directors, and Regulation 89 of Table A shall be modified accordingly.
- 9.2 Regulation 64 of Table A shall not apply to the Company.
- 9.3 The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.
- 9.4 No person shall be appointed a Director at any general meeting unless either:

- (a) he is recommended by the Directors; or
- (b) not less than 14 or more than 35 clear days before the date appointed for the general meeting, notice executed by a Member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

9.5 Subject to paragraph 9.4 above, the Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

9.6 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined by the Company in general meeting as the maximum number of Directors for the time being in force.

9.7 Regulation 84 of Table A shall be modified by the deletion of the last sentence therefrom.

10 Proceedings of Directors

10.1 Notice of a meeting of the Directors shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the Director concerned. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at an address or to a facsimile or telex number given by him to the Company for this purpose, but if no request is made to the Directors it shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either retrospectively or prospectively. Regulation 88 of Table A shall be modified accordingly.

10.2 All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. The Company shall make all reasonable efforts to enable such person to participate in the meeting in the described manner. Such a meeting shall be deemed to take place where the largest of the group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is.

10.3 A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a meeting of the Directors in accordance with section 317 of the Act. Subject to such disclosure and to the holders of a majority of the "A" Ordinary Shares present and voting, constituting a quorum for the purposes of the Subscription and Shareholders' Agreement, so agreeing, a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested.

10.4 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

11 Borrowing Powers

The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to

mortgage, or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

12 Disqualification of Directors

The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 of Table A shall be modified accordingly.

13 Gratuities and Pensions

In Regulation 87 of Table A there shall be inserted between the words "the Directors" and "may" the words "on behalf of the Company".

14 Dividends

No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which apply to the Company.

15 Notices

15.1 Any notice or other document may be served on or delivered to any Member by the Company either personally, or by sending it by post addressed to the Member at his registered address or by facsimile transmission or telex or other instantaneous means of transmission to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the Member, or by any other means authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall be modified accordingly.

15.2 Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post or sent by facsimile transmission or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply.

16 Execution of documents

The seal, if any, shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by a second Director. Any document signed by a Director and the secretary of the Company or by two Directors of the Company and expressed (in whatever form of words) to be executed by the Company has the same effect as if executed under the seal of the Company. A document shall only be so signed with the authority of a resolution of the Directors or a committee of the Directors. Regulation 101 of Table A shall not apply to the Company.

17 Indemnity

17.1 Without prejudice to any indemnity to which such officer may otherwise be entitled, every Director, Auditor, secretary or other officer of the Company shall be indemnified by the Company against all costs, charges, losses, expenses, and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or

the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 of Table A shall not apply.

- 17.2 The Company may purchase and maintain for any Director, secretary or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.
-