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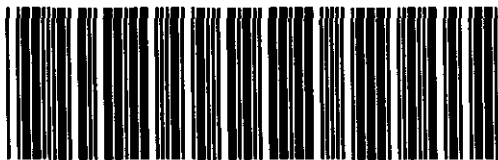
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 3840371

The Registrar of Companies for England and Wales hereby certifies that  
REEL FILM PARTNER 1 LIMITED

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

Given at Companies House, London, the 8th September 1999



\*N03840371D\*

*S. Bashar*

MISS S. BASHAR

For The Registrar Of Companies



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



Company Secretarial and  
Compliance Software

Please complete in typescript,  
or in bold black capitals.

12

## Declaration on application for registration

Company Name in full

Reel Film Partner 1 Limited



\* F0120E60 \*

† Please delete as appropriate.

I, HAL MANAGEMENT LIMITED

of HANOVER HOUSE, 14 HANOVER SQUARE, LONDON, W1R 0BE

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 of the Companies Act 1985† and that all the requirements of the Companies Act 1985 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 to the best of my knowledge and belief.

Declarant's signature

HAL MANAGEMENT LIMITED  
SECRETARY

By *K. Chalkley*

Declared at

PETERS & PETERS, 2 HANOVER PLACE, HANOVER SQUARE,  
LONDON, W1R 0HB

the

8th

day of

September

One thousand nine hundred and ninety

nine

① Please print name.

before me ①

HELEN McDOWELL

Signed

*Helen McDowell*

Date

8 September 1999

A Commissioner for Oaths or Notary Public or Justice of the Peace or  
Solicitor

Please give the name, address,  
telephone number and, if available, a  
DX number and Exchange of the  
person Companies House should  
contact if there is any query.

HARBOTTLE & LEWIS, HANOVER HOUSE, 14 HANOVER SQUARE,

LONDON, W1R 0BE

Tel 0171-667 5000 Fax 0171-667 5100

DX number 44617

DX exchange MAYFAIR

When you have completed and signed the form please send it to the  
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ

DX 33050 Cardiff

for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

275172



Company Secretarial and  
Compliance Software

Please complete in typescript,  
or in bold black capitals.

Notes on completion appear on final  
page

# 10

First directors and secretary and intended situation of  
registered office

Company Name in full

3840371

Reel Film Partner 1 Limited



\* F0100E60 \*

Proposed Registered Office

HANOVER HOUSE

(PO Box numbers only, are not acceptable)

14 HANOVER SQUARE

Post town

LONDON

County / Region

Postcode W1R 0BE

If the memorandum is delivered by an  
agent for the subscriber(s) of the  
memorandum mark the box opposite and  
give the agent's name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

Please give the name, address,  
telephone number and, if available, a  
DX number and Exchange of the  
person Companies House should  
contact if there is any query.

HARBOTTLE & LEWIS, HANOVER HOUSE, 14 HANOVER SQUARE,

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for companies registered in Scotland

DX 235 Edinburgh

275172

Page No: 1

# Company Secretary

(See notes 1-5)

Company name Reel Film Partner 1 Limited

Name \*Style/Title

\*Honours etc

\* Voluntary details

Forename(s) HAL MANAGEMENT LIMITED

Surname

Previous forename(s)

Previous surname(s)

Address

HANOVER HOUSE

Usual residential address

14 HANOVER SQUARE

For a corporation, give the registered or principal office address.

Post town

LONDON

County / Region

Postcode W1R 0BE

Country

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

Consent signature

HAL MANAGEMENT LIMITED  
SECRETARY

Date 8 September 1999

## Directors

(See notes 1-5)

Please list directors in alphabetical order

Name \*Style/Title

\*Honours etc

Forename(s)

Surname

HAL DIRECTORS LIMITED

Previous forename(s)

Previous surname(s)

Address

HANOVER HOUSE

Usual residential address

14 HANOVER SQUARE

For a corporation, give the registered or principal office address.

Post town

LONDON

County / Region

Postcode W1R 0BE

Country

Day Month Year

Date of Birth

Nationality

Business occupation

CORPORATE DIRECTOR

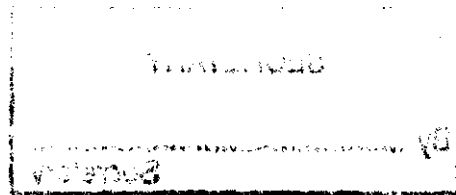
Other directorships

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

Consent signature

HAL DIRECTORS LIMITED  
DIRECTOR

Date 8 September 1999



## Directors

(continued)

(See notes 1-5)

Name

\*Style/Title

\*Honours etc

Forename(s)

\* Voluntary details

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address

For a corporation, give  
the registered or  
principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of Birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date

This section must be signed by  
Either  
an agent on behalf of  
all subscribers

Signed

Date

Or the subscribers

Signed

Date

( i.e. those who  
signed as members  
on the memorandum  
of association ).

Signed

Date

Signed

Date

Signed

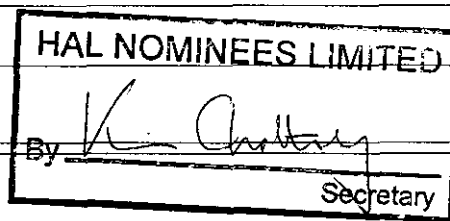
Date

Signed

Date

Signed

Date



The Companies Acts 1985 and 1989

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**COMPANY LIMITED BY SHARES**

---



**MEMORANDUM OF ASSOCIATION  
OF**

**Reel Film Partner 1 Limited**

---

1. The name of the Company is Reel Film Partner 1 Limited.
2. The Company's Registered Office is to be situated in ENGLAND AND WALES.
3. The Company's objects are:-
  - (a)
    - (i) To carry on business as a general commercial company.
    - (ii) To carry on any other business which may in the opinion of the directors be advantageously carried on by the Company.
  - (b) to apply for, purchase or otherwise acquire and hold or use any patents, 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 or information so acquired.
  - (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 for such consideration and on such terms as may be considered expedient.
  - (d) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, 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 borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
  - (f) 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

NHinc -  
£150 -  
NW 924251  
SBA-1

for such consideration and with and subject to such rights, powers, privileges and conditions 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.

- (g) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (h) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.
- (i) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- (j) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (k) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (l) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (m) 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.
- (n) 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 of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, 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, stock or securities so acquired.

- (o) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (p) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and 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 the Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on.
- (r) 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.
- (s) To amalgamate with any other company whose objects are to include objects similar to those of the Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of the Company or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of the Company or any such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (t) 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.
- (u) 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.

- (v) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that in the construction of this clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall not, except where otherwise expressed therein, be in any way limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

- 4. The liability of the members is limited.
- 5. The Company's share capital is: £1,000 divided into 1,000 Ordinary Shares of £1 each

The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

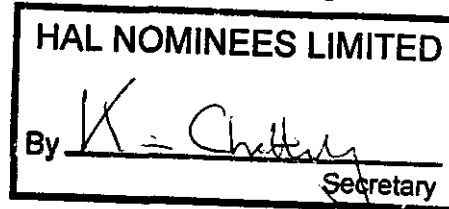
We, whose name and address is subscribed, desirous of being formed into a Company in pursuance of this Memorandum of Association, hereby agree to take the number of shares in the capital of the Company set opposite our name.

---

Name and Address of Subscribers

Number of Shares taken by Each Subscriber

HAL NOMINEES LIMITED  
HANOVER HOUSE  
14 HANOVER SQUARE  
LONDON  
W1R 0BE



Authorised Signatory:

1 ORDINARY share

---

Total number of shares:

1 ORDINARY share

Dated: 8 September 1999

Witness to the above signatures:

Linda Joanne Courtney  
23 Minchenden Crescent  
Southgate  
LONDON  
N14 7EJ

A large, stylized handwritten signature in dark ink, likely belonging to Linda Joanne Courtney, the witness.

**COMPANY LIMITED BY SHARES**

---

**ARTICLES OF ASSOCIATION  
OF**

**Reel Film Partner 1 Limited**

---

**PRELIMINARY**

1. Subject to the exclusions, modifications and variations made by these Articles, the Regulations contained in Table A in the Companies Act (Tables A-F) Regulations 1985 as amended ("Table A") and in force on the date of the adoption of these Articles shall apply to the Company. Such Regulations (save as so excluded, modified or varied) and the Articles hereinafter contained shall be the Articles of the Company. Regulations 24, 25, 35, 46, 53, 60-62, 64-69, 73-77, 80, 81, 93-97, 101, 107 and 118 of Table A shall not apply to the Company. Words and expressions defined in the Companies Act 1985 as amended or extended by any other enactment ("the Act") shall, where consistent with the context, have the same meanings in these Articles.

**ALLOTMENT OF SHARES**

2. The directors are generally 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. 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 that:
  - 2.1. except as provided in sub-paragraph 2.2. of this Article, the authority given in this Article to the directors to exercise the power of the Company to allot shares shall expire five years after the date of adoption of these Articles;
  - 2.2. the members of the Company in general meeting may by ordinary resolution:-
    - 2.2.1. renew the authority conferred by this Article (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 Act such resolution complying with the Act), but such resolution must state (or restate) the amount of shares which may be allotted under such renewed authority or, as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the

renewed authority will expire;

2.2.2. revoke or vary any such authority (or renewed authority);

- 2.3. notwithstanding the provisions of sub-paragraphs 2.1 and 2.2 of this Article 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.

In this Article any reference 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.

### **PRE-EMPTION RIGHTS ON ALLOTMENT OF SHARES**

3. 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 of the Company 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 fourteen days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the directors may in accordance with the provisions of these Articles 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. The directors may in like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the directors effectually be offered in the manner aforesaid.
4. The rights attached to any existing shares shall not (unless otherwise expressly provided by the terms of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith or subsequent thereto.

### **SHARE CAPITAL**

5. Subject to the provisions of the Act and these Articles, 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.
6. Subject to the provisions of the Act and these Articles, 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 member, liable to be redeemed on such terms and in such manner as the Company before the issue of such shares may 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.
7. Subject to the provisions of the Act and these Articles, 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 in its holding company.

8. Subject to the provisions of the Act and these Articles, the Company may reduce its share capital and any capital redemption reserve or share premium account.

#### **LIEN**

9. The Company shall have a first and paramount lien on every share (not being fully paid) for all monies (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 any liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all monies presently payable by him or his estate to the Company; but the directors may at any time declare any share or shares to be wholly or in part exempt from these provisions. The Company's lien, if any, shall extend to all dividends payable thereon. Regulation 8 of Table A shall be modified accordingly.

#### **TRANSFER OF SHARES**

10. The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

#### **PROCEEDINGS AT GENERAL MEETINGS**

11. At any general meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands unless before or immediately following the declaration of the result of the show of hands a poll is demanded by the chairman or any other member present in person or proxy or (being a corporation) by its duly authorised representative.
12. A resolution in writing signed by all the members of the Company (or their duly authorised attorneys) who at the date of such resolution were entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if it had been passed at a general meeting of the Company 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 of the Company or their attorneys (or, in the case of a member which is a corporation, by a director thereof or by a duly authorised representative).

#### **PROXIES**

13. 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 persons present shall be entitled to more than one vote on a show of hands save as provided by Regulation 50 of Table A. Regulation 59 of Table A shall be modified accordingly.
14. The instrument appointing a proxy shall be in writing in any usual or common form and shall (except in the case of an appointment by telex or a facsimile copy of an appointment otherwise complying with the requirements of this Article) be

executed by the appointor or his attorney duly authorised in writing or in such other form as the directors may approve. A proxy need not be a member of the Company.

15. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is executed, or a notarially certified copy of such power or authority, shall be deposited or received at the office (or such other place in the United Kingdom as is specified for that purpose in any instrument of proxy sent by the Company in relation to the meeting) not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or handed to the chairman of the meeting or adjourned meeting, and, in default, the instrument of proxy shall be invalid. The directors may at any time declare any form of proxy to be wholly or partly exempt from the provisions of this Article. Regulation 62 of Table A shall be modified accordingly.

## **DIRECTORS**

16. 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. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and Regulation 89 of Table A shall be modified accordingly.
17. The office of a director shall be vacated:
  - 17.1. if he resigns the office of director by notice in writing to the Company;
  - 17.2. if he becomes or is declared insolvent or commits any act of bankruptcy or convenes a meeting of or makes or proposes to make any arrangement or composition with his creditors;
  - 17.3. if in the opinion of all his co-directors he becomes incapable by reason of mental disorder of discharging his duties as director;
  - 17.4. if he shall become prohibited by law from acting as a director;
  - 17.5. if he is removed from office by a resolution duly passed under Section 303 of the Act;
18. The Company may by ordinary resolution appoint any person to be a director either to fill a vacancy or as an additional director.
19. A director appointed to fill a casual vacancy or as an addition to the board shall not retire from office at the annual general meeting next following his appointment and the last two sentences of Regulation 79 of Table A shall be deleted.
20. Directors shall not be required to retire by rotation and Regulation 78 of Table A shall be modified accordingly.

## **ALTERNATE DIRECTORS**

21. A director may by written notice signed by him (except in the case of an appointment by telex or a facsimile copy of an appointment otherwise complying with the requirements of this Article) or in such other manner as the directors may approve appoint another director or any other person to be and act as his alternate director. Any such appointment of a person who is not a director shall not be effective unless and until such appointment is approved (a) by a resolution of the directors, or (b) by a majority of the directors attending for the purposes of the meeting at which the alternate director proposes to be present as such.
22. Every alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be given to him) be entitled to notice of meetings of the directors or of committees of directors, and to attend and vote as a director at any such meeting at which the director appointing him is entitled to attend and vote but is not personally present and generally at such meeting to exercise all the powers, rights, duties and authorities of the director appointing him. Every alternative director shall also be entitled, in the absence of the director appointing him, to sign on his behalf a resolution in writing of the directors.
23. An alternate director shall neither be an officer of the Company nor entitled to any remuneration from the Company for acting as an alternate director.
24. A director may by written notice signed by him (except in the case of a revocation by telex or a facsimile copy of a revocation otherwise complying with the requirements of this Article) and deposited or received at the office or in such other manner as the directors may approve at any time revoke the appointment of an alternate director appointed by him.
25. If a director shall cease to hold the office of director for any reason, the appointment of his alternate director shall thereupon automatically cease.

## **DELEGATION OF DIRECTORS' POWERS**

26. The following words shall be added at the end of the first sentence of Regulation 72 in Table A, namely: "and also appoint to any such committee persons who are not directors provided that the chairman and a majority of such committee shall be directors".

## **DIRECTORS' BORROWING POWERS**

27. The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.



## **PROCEEDINGS OF DIRECTORS**

28. For the purpose of determining whether the quorum for the transaction of the business of the board exists pursuant to Regulation 89 of Table A;
  - 28.1. in the case of a resolution agreed by directors in telephonic communication all such directors shall be counted in the quorum;
  - 28.2. in the case of a meeting of directors in addition to the directors present at the meeting any director in telephonic communication with such meeting shall be counted in the quorum.
29. Without prejudice to Article 28 above a meeting of the board or of a committee of the board may consist of a conference between directors who are not all in one place, but of whom each is able, (directly or by telegraphic communication) to speak to the others and to be heard by each of the others simultaneously and the word "meeting" in these Articles shall be construed accordingly and such a meeting shall be as valid as if the directors participating had been together in the same place.
30. Without prejudice to the obligation to disclose his interest in accordance with section 317 of the Act, a director may vote as a director in regard to any such contract, transaction or arrangement in which he is interested or in respect of his appointment to any office or place of profit or upon any matter arising thereat and if he shall so vote his vote shall be counted and he shall be reckoned in calculating a quorum when any such contract, transaction or arrangement is under consideration.
31. A resolution in writing either signed or approved by letter, telex or telegram by each of the directors for the time being or his alternate (other than a director who is absent from the United Kingdom and is not represented by an alternate director) shall be as effective for all purposes as a resolution passed at a meeting of the directors duly convened and held, and when signed may consist of several documents in a similar like form, each signed by one or more of the directors.
32. In Regulation 88 in Table A there shall be substituted for the third sentence the following sentences, namely: "All directors shall be given notice of every meeting of the directors provided that it shall not be necessary to give notice of a meeting to any director who is absent from the United Kingdom. Any director or alternate director may by notice to the Company waive his right to receive notice of the meeting and the presence of any director or alternate director at the commencement of a meeting shall constitute such waiver by him".
33. The following words shall be substituted for the final sentence of Regulation 89 in Table A, namely: "A person who is the alternate director of more than one director shall be counted separately in respect of each of them who is not present".

## **DIRECTORS' APPOINTMENTS AND INTERESTS**

34. In Regulation 84 in Table A there shall be substituted for the words "shall not be subject to retirement by rotation" the following words, namely: "shall be subject to the same provisions as to resignation and removal as other directors of the Company".

## **DIRECTORS' AND EMPLOYEES' GRATUITIES AND PENSIONS**

35. The directors may:-

- 35.1. establish and maintain, or procure the establishment and maintenance of, any share option or share incentive or profit sharing schemes or trusts or any non-contributory or contributory pensions or superannuation schemes or funds for the benefit of, and may make or give or procure the making or giving of loans, donations, gratuities, pensions, allowances or emoluments (whether in money or money's worth) to, or to trustees on behalf of, any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and to the wives, husbands, widows, widowers, families and dependants of any such persons;
- 35.2. establish or subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company, or of any such other company as aforesaid, or of any such persons as aforesaid;
- 35.3. make payments for or towards policies of assurance on the lives of any such persons and policies of insurance of or in respect of any such persons (including insurance against their negligence) as aforesaid;
- 35.4. pay, subscribe or guarantee money to or for any charitable or benevolent objects, or for any exhibitions, or for any political, public, general or useful object; and
- 35.5. do any of the above things either alone or in conjunction with any such other company as aforesaid.

Subject always, if the Act shall so require, to particulars with respect to the proposed payment being disclosed to the members of the Company and to the payment being approved by the Company, any director shall be entitled to participate in and retain for his own benefit any such loan, donation, gratuity, pension, allowance or emolument.

## **THE SEAL**

36. The seal, if any, shall only be used with the authority of the directors or of a committee 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. The obligation imposed by Regulation 6 of Table A relating to the sealing of share certificates shall not apply to the Company. Any document signed by a director and the secretary of the Company or by two directors of 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.

37. The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.

#### **INDEMNITY**

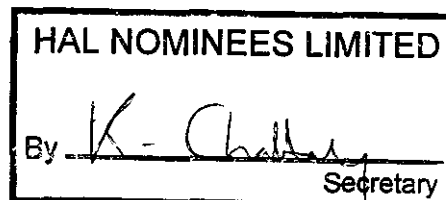
38. Every director or other officer of the Company may be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending 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. This Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.
39. The directors shall have power to purchase and maintain for any director or officer of the Company insurance against any such liability as is referred to in Section 310 of the Act.

## NAMES AND ADDRESSES OF SUBSCRIBERS

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HAL NOMINEES LIMITED  
HANOVER HOUSE  
14 HANOVER SQUARE  
LONDON  
W1R 0BE

Authorised Signatory:



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Dated: 8 September 1999

Witness to the above signatures:

Linda Joanne Courtney  
23 Minchenden Crescent  
Southgate  
LONDON  
N14 7EJ



A large, stylized handwritten signature, likely belonging to Linda Joanne Courtney, the witness.